

JOHN J. TECKLENBURG  
MAYOR

*City of Charleston*  
*South Carolina*  
*Clerk of Council Department*

VANESSA TURNER MAYBANK  
CLERK OF COUNCIL

**NOTICE OF MEETING**

A meeting of the Committee on Real Estate will be held beginning at 4:00 p.m., March 14, 2017, at City Hall, 80 Broad Street. The agenda will be as follows:

**AGENDA**

Invocation – Chairman White

Approval of Minutes: February 28, 2017

- a. Request approval of the Agreement whereby Charleston County School District and the City agree to reestablish the southeast quadrant of Hampstead Square for use as a public park (TMS: 459-09-02-151). The property was established as a Public Mall in 1871.
- b. Request approval of the Second Amendment to Agreement of Purchase and Sale whereby the City and SC State desire to remove certain reversionary interests benefitting the City from the Deed requirements set forth therein, and language imposing a deadline for the construction of the Community Center. (Corner of Lee and America Street; TMS: 459-05-04-210). The property is owned by the City of Charleston. [Ordinance]
- c. Consider the following annexation:
  - i. 1522 Grimball Road (TMS# 427-00-00-008) 0.41 acre, James Island (District 6); This property is owned by Francina Backman.
  - ii. 2205 Ramsay Street (TMS# 343-05-00-125) 0.25 acre, James Island (District 11); This property is owned by Edward Mungo.
  - iii. 1524 Grimball Road (TMS# 427-00-00-085) 0.58 acre, James Island (District 6); This property is owned by Clyde J. Smalls and Carol J. Smalls.
  - iv. Grimball Road Extension and Cooper Judge Lane (TMS#'s 427-00-00-081 and 427-00-00-113) 1.19 acres, James Island (District 6); This property is owned by JJR Development LLC.
  - v. Vacant property off of Folly Road (TMS# 427-00-00-114) 0.99 acre, James Island (District 6); This property is owned by Clyde J. Smalls and Carol J. Smalls.

a.)

**REAL ESTATE COMMITTEE**  
**GENERAL FORM**

TO: Real Estate Committee DATE: March 14, 2017

FROM: Colleen Carducci DEPT: BFRC

ADDRESS: Hampstead Square (southeast quadrant)

TMS: 459-09-02-151

PROPERTY OWNER: Established as a Public Mall in 1871

ACTION REQUEST: Request approval of the Agreement whereby Charleston County School District and the City agree to reestablish the southeast quadrant of Hampstead Square for use as a public park.

**ORDINANCE:** Is an ordinance required? Yes ☐ No ☒

**COORDINATION:** The request has been coordinated with:  
*All supporting documentation must be included*

	<u>Signature</u>	<u>Attachments</u>
Department Head		<input type="checkbox"/>
Legal Department	<u>Frank J. Cantarel</u>	<input type="checkbox"/>
Chief Financial Officer	<u>Amy Wharton</u>	<input type="checkbox"/>
Director Real Estate Management	<u>Colleen Carducci</u>	<input checked="" type="checkbox"/>
		<input type="checkbox"/>

**FUNDING:** Was funding needed? Yes ☐ No ☒

If yes, was funding previously approved?\* Yes ☐ No ☐

\*If approved, provide the following: Dept/Div. \_\_\_\_\_ Acct: \_\_\_\_\_

Balance in Account \_\_\_\_\_ Amount needed for this item \_\_\_\_\_

**NEED:** Identify any critical time constraint(s).

**\*Commercial Property and Community & Housing Development have an additional form.**

## COMMERCIAL REAL ESTATE FORM

TO: Real Estate Committee DATE: March 14, 2017

FROM: Colleen Carducci DEPT: BFRC

ADDRESS: Hampstead Square (southeast quadrant)

TMS: 459-09-02-151

PROPERTY OWNER: Established as a Public Mall in 1871

ACTION REQUEST: Request approval of the Agreement whereby Charleston County School District and the City agree to reestablish the southeast quadrant of Hampstead Square for use as a public park.

**ORDINANCE:** Is an ordinance required? Yes ☐ No ☒

**ACTION:** What action is being taken on the Property mentioned?

☐ **ACQUISITION** Seller (Property Owner) \_\_\_\_\_ Purchaser \_\_\_\_\_

☐ **DONATION/TRANSFER**  
Donated By: \_\_\_\_\_

☐ **FORECLOSURE**  
Terms: \_\_\_\_\_

☐ **PURCHASE**  
Terms: \_\_\_\_\_

☐ **CONDEMNATION**  
Terms: \_\_\_\_\_

☐ **OTHER**  
Terms: \_\_\_\_\_

☐ **SALE** Seller (Property Owner) \_\_\_\_\_ Purchaser \_\_\_\_\_

☐ **NON-PROFIT ORG, please name** \_\_\_\_\_  
Terms: \_\_\_\_\_

☐ **OTHER**  
Terms: \_\_\_\_\_

☐ **EASEMENT** Grantor (Property Owner) \_\_\_\_\_ Grantee \_\_\_\_\_

☐ **PERMANENT** \_\_\_\_\_

## COMMERCIAL REAL ESTATE FORM

Terms: \_\_\_\_\_

☐

TEMPORARY

Terms: \_\_\_\_\_

☐

LEASE

Lessor: \_\_\_\_\_

Lessee: \_\_\_\_\_

☐

INITIAL

Terms: \_\_\_\_\_

☐

RENEWAL

Terms: \_\_\_\_\_

☐

AMENDMENT

Terms: \_\_\_\_\_

☒

Improvement of Property

Owner: \_\_\_\_\_

Established as a Public Mall in 1871

Terms: \_\_\_\_\_

The term of this Agreement for the southeast quadrant to be used as a public park will be for 99 years, unless Charleston County School District reopens a school on the site and requires use of the property for a playground, outdoor classroom, or green space.

**BACKGROUND CHECK:** If Property Action Request is for the sale or lease of city property, has a background check been completed?

Yes

☐

No

☐

N/A

☒

Results: \_\_\_\_\_

Signature: \_\_\_\_\_

*Colleen Carducci*

Director Real Estate Management

**ADDITIONAL:** Please identify any pertinent detail (Clauses, Agreement Terms, Repeals, etc.) regarding City Property.

**NEED:** Identify any critical time constraint(s).

State of South Carolina     )  
   )  
County of Charleston         )

Agreement

AGREEMENT concluded this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between Charleston County School District, hereinafter referred to as "CCSD", and the City of Charleston, South Carolina, hereinafter referred to as "City".

RECITALS

WHEREAS, Hampstead Square is one of the oldest public squares in the City having been established as a public mall in 1871; and

WHEREAS, the Square as originally configured had four quadrants, one of which was used by CCSD as a play area for children attending Fraser Elementary School (the southeast quadrant); and

WHEREAS, the Fraser Elementary School is now closed and CCSD is no longer using the southeast quadrant as a play area; and

WHEREAS, the City seeks to reestablish a park area on the southeast quadrant; and

WHEREAS, the parties have been unable to locate a deed or other instrument vesting title to the southeast quadrant in the CCSD; and

WHEREAS, CCSD acknowledges the public benefit that will result from the City's undertaking to reestablish a park on the southeast quadrant and executes this Agreement as its consent thereto.

NOW, THEREFORE, for and in consideration of the aforementioned Recitals, the sum of \$1.00 and other good and valuable consideration, the parties agree as follows:

1. Property: The property subject to this agreement is bounded by Columbus Street to the north, E. Hampstead Square to the east and south, and America Street to the west and bears Charleston County Tax Map No. 459-09-02-151, and is shown on Exhibit A, attached hereto and incorporated by reference herein (the "Property").

2. Term of Agreement: The term of this Agreement shall be for a term of 99 years unless, within the term, CCSD reopens a school on the former Fraser Elementary site and requires use of the Property as a playground, outdoor classroom, or green space for the reopened school. Should a school be reopened as indicated by CCSD, CCSD shall give the City 180 days' written notice of termination of this Agreement.
3. Purpose: Throughout the term of this Agreement, the City shall utilize the Property as the site of a public park, and to this end, shall undertake such improvements as it may deem necessary to utilize the Property for this purpose.
4. Maintenance: The care and maintenance of the Property, and any improvements made thereto, shall be the sole responsibility of the City.
5. Insurance: Throughout the term, the City shall carry public liability insurance on the Property or provide CCSD with sufficient evidence of self- insurability, in limits no less than the statutory caps of liability for public bodies as set out in S. C. Code § 15-78-10, *et seq* (Rev. 2005), as the same may from time to time be amended. In the event the statutory caps are repealed or determined to be unlawful or invalid, the parties shall confer as to a reasonable amount of liability insurance that the City should provide.
6. Amendment/Modification: The terms of this Agreement shall not be amended or modified without the written consent of the parties hereto.

IN WITNESS WHEREOF, we have set our hands and seals this day and year as written above.

WITNESS:

CITY OF CHARLESTON

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
John J. Tecklenburg

Its: Mayor

WITNESS:

CCSD

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Its: \_\_\_\_\_  
\_\_\_\_\_

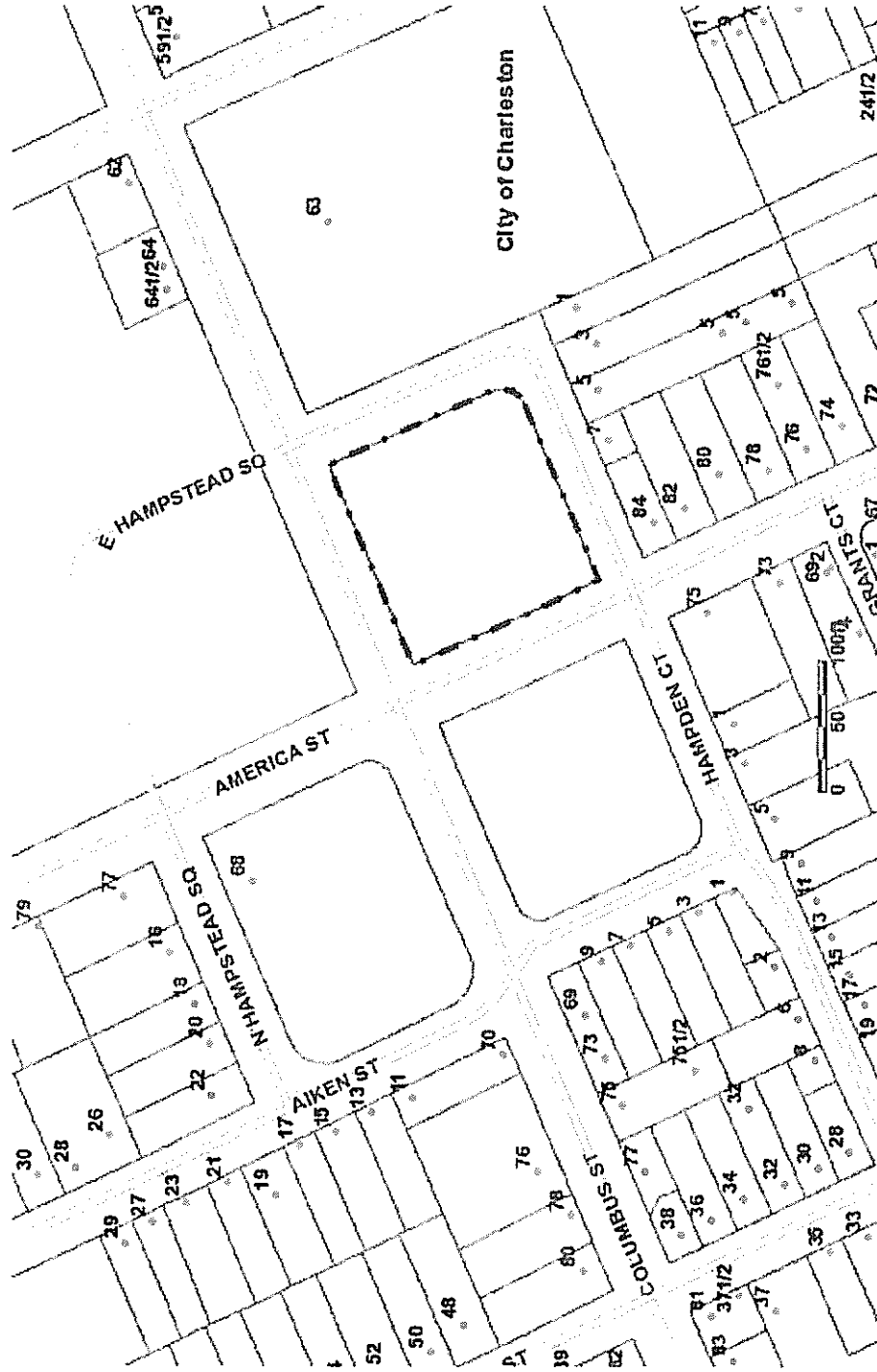
**EXHIBIT A**

(Property)

•

# Exhibit A

Southeast Quadrant TMS: 459-09-02-151





b.)

**REAL ESTATE COMMITTEE**  
**GENERAL FORM**

TO: Real Estate Committee DATE: March 14, 2017

FROM: Colleen Carducci DEPT: BFRC

ADDRESS: Corner of Lee and America Street

TMS: 459-05-04-210

PROPERTY OWNER: City of Charleston

ACTION REQUEST: Request approval of the Second Amendment to Agreement of Purchase and Sale whereby the City and SC State desire to remove certain reversionary interests benefitting the City from the Deed requirements set forth therein, and language imposing a deadline for the construction of the Community Center

**ORDINANCE:** Is an ordinance required? Yes ☒ No ☐

**COORDINATION:** The request has been coordinated with:  
*All supporting documentation must be included*

	<u>Signature</u>	<u>Attachments</u>
Department Head	_____	<input type="checkbox"/>
Legal Department	<u><i>Franca J. Cantor</i></u>	<input type="checkbox"/>
Chief Financial Officer	<u><i>Amy Wharton</i></u>	<input type="checkbox"/>
Director Real Estate Management	<u><i>Colleen Carducci</i></u>	<input checked="" type="checkbox"/>
_____	_____	<input type="checkbox"/>

**FUNDING:** Was funding needed? Yes ☐ No ☒

If yes, was funding previously approved?\* Yes ☐ No ☐

\*If approved, provide the following: Dept/Div. \_\_\_\_\_ Acct: \_\_\_\_\_

Balance in Account \_\_\_\_\_ Amount needed for this item \_\_\_\_\_

**NEED:** Identify any critical time constraint(s).

**\*Commercial Property and Community & Housing Development have an additional form.**

## COMMERCIAL REAL ESTATE FORM

TO: Real Estate Committee DATE: March 14, 2017

FROM: Colleen Carducci DEPT: BFRC

ADDRESS: Corner of Lee and America Street

TMS: 459-05-04-210

PROPERTY OWNER: City of Charleston

ACTION REQUEST: Request approval of the Second Amendment to Agreement of Purchase and Sale whereby the City and SC State desire to remove certain reversionary interests benefitting the City from the Deed requirements set forth therein, and language imposing a deadline for the construction of the Community Center

ORDINANCE: Is an ordinance required? Yes ☒ No ☐

### ACTION: What action is being taken on the Property mentioned?

<input type="checkbox"/>	<b>ACQUISITION</b>	Seller (Property Owner) _____	Purchaser _____
<input type="checkbox"/>	<b>DONATION/TRANSFER</b>	Donated By: _____	
<input type="checkbox"/>	<b>FORECLOSURE</b>	Terms: _____	
<input type="checkbox"/>	<b>PURCHASE</b>	Terms: _____	
<input type="checkbox"/>	<b>CONDEMNATION</b>	Terms: _____	
<input type="checkbox"/>	<b>OTHER</b>	Terms: _____	

<input checked="" type="checkbox"/>	<b>SALE</b>	Seller (Property Owner) <u>City of Charleston</u>	Purchaser <u>SC State</u>
<input type="checkbox"/>	<b>NON-PROFIT ORG, please name</b>	_____	
<input type="checkbox"/>	<b>OTHER</b>	Terms: _____	
		<u>Second Amendment to Agreement of Purchase and Sale whereby the City and SC State desire to remove certain reversionary interests benefitting the City from the Deed requirements set forth therein, and language imposing a deadline for the construction of the Community Center</u>	

## COMMERCIAL REAL ESTATE FORM

<input type="checkbox"/>	<b>EASEMENT</b>	Grantor (Property Owner)	Grantee
		_____	_____
<input type="checkbox"/>	PERMANENT	_____	
	Terms:	_____	
<input type="checkbox"/>	TEMPORARY	_____	
	Terms:	_____	
<input type="checkbox"/>	<b>LEASE</b>	Lessor:	Lessee:
		_____	_____
<input type="checkbox"/>	INITIAL	_____	
	Terms:	_____	
<input type="checkbox"/>	RENEWAL	_____	
	Terms:	_____	
<input type="checkbox"/>	AMENDMENT	_____	
	Terms:	_____	
<input type="checkbox"/>	<b>Improvement of Property</b>		
	Owner:	_____	
	Terms:	_____	

**BACKGROUND CHECK:** If Property Action Request is for the sale or lease of city property, has a background check been completed?

Yes ☐ No ☐ N/A ☒

**Results:** \_\_\_\_\_

**Signature:** Colleen Carducci

**Director Real Estate Management**

**ADDITIONAL:** Please identify any pertinent detail (Clauses, Agreement Terms, Repeals, etc.) regarding City Property.

**NEED:** Identify any critical time constraint(s).



Ratification  
Number \_\_\_\_\_

## A N O R D I N A N C E

AUTHORIZING THE MAYOR TO EXECUTE ON BEHALF OF THE CITY A SECOND AMENDMENT TO THE PURCHASE AND SALE AGREEMENT BETWEEN THE CITY AND SOUTH CAROLINA STATE UNIVERSITY PERTAINING TO PROPERTY LOCATED IN THE COOPER RIVER BRIDGE REDEVELOPMENT AREA AND SUCH OTHER DOCUMENTS AS MAY BE REQUIRED TO EFFECT THE TRANSFER OF SAID PROPERTY.

BE IT ORDAINED BY THE MAYOR AND COUNCILMEMBERS OF CHARLESTON, IN CITY COUNCIL ASSEMBLED:

Section 1. The Mayor is hereby authorized to execute on behalf of the City a Second Amendment to the Purchase and Sale Agreement between the City and South Carolina State University pertaining to property located in the Cooper River Bridge Redevelopment Area, a copy of said Second Amendment being attached to this Ordinance as Exhibit A and made a part hereof. The Mayor is further authorized to execute such other documents on behalf of the City as may be necessary to effect the transfer of said property described in the attached Second Amendment.

Section 2. This Ordinance shall become effective upon ratification.

Ratified in City Council this \_\_\_\_\_ day of  
\_\_\_\_\_ in the Year of Our Lord, 2017,  
and in the \_\_\_\_\_th Year of the Independence of  
the United States of America

\_\_\_\_\_  
John J. Tecklenburg  
Mayor, City of Charleston

ATTEST:

\_\_\_\_\_  
Vanessa Turner Maybank  
Clerk of Council

## **SECOND AMENDMENT TO AGREEMENT OF PURCHASE AND SALE**

**THIS SECOND AMENDMENT TO AGREEMENT OF PURCHASE AND SALE** (“**Amendment**”) is made and entered into effective as of \_\_\_\_\_, 2017, by and between **THE CITY OF CHARLESTON** (hereinafter the “**City**”), and **SOUTH CAROLINA STATE UNIVERSITY** (hereinafter “**SC State**”).

### **RECITALS:**

A. City and SC State entered into an Agreement of Purchase and Sale dated July 19, 2011, amended by that certain Amendment to Agreement of Purchase and Sale dated September 22, 2015 (collectively, the “**Agreement**”) with respect to the sale of the Property, as defined in the Agreement.

B. City and SC State desire to amend the Agreement in order to remove certain (i) reversionary interests benefitting the City from the Deed requirements set forth therein, and (ii) language imposing a deadline for the construction of the Community Center, as those terms are defined therein, in accordance with the terms of this Amendment.

### **AGREEMENT:**

In consideration of the covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and SC State agree as follows:

1. **Recitals and Definitions.** The parties acknowledge that the Recitals set forth above are true and correct and are hereby incorporated into the body of this Amendment. Unless otherwise set forth herein, all capitalized terms shall have the same meaning in this Amendment as set forth in the Agreement.

2. **Quit-Claim Deed.** Section 4.3.1 of the Agreement is hereby amended by deleting said section in its entirety and substituting in its place and stead the following new Section 4.3.1 which shall read as follows:

“**Quit-Claim Deed.** A quit claim deed (the “**Deed**”) executed by the City of Charleston conveying to SC State all of the City’s right, title and interest, as of the Closing Date, in and to the Property, on the form Deed attached hereto as **Exhibit B** and incorporated herein by reference.”

3. **Full Force and Effect.** Except as specifically amended hereby, all other terms and conditions of the Agreement are ratified and confirmed as of this date. This Amendment shall be considered an integral part of the Agreement and all references to the Agreement, in the Agreement itself or any document referring thereto, on and after the date of execution of this Amendment, shall be deemed to be references to the Agreement as amended herein. In the event of any conflict between the terms of this Amendment and the Agreement, the terms of this Amendment shall control and prevail.

4. **Counterparts and Facsimile and Electronic Transmission.** This Amendment may be executed in any number of counterparts, each of which so executed and delivered shall

be deemed to be an original and all of which shall constitute one and the same instrument. Each counterpart may be delivered by facsimile or electronic transmission. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto.

IN WITNESS WHEREOF, this Amendment has been duly signed, sealed and delivered by the parties hereto, intended to be under seal, the day and year first above written.

**CITY:**

CITY OF CHARLESTON

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**SC STATE:**

SOUTH CAROLINA STATE UNIVERSITY

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF SOUTH CAROLINA     )  
   )  
COUNTY OF CHARLESTON        )

QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, THAT **CITY OF CHARLESTON** (“**Grantor**”), in the State aforesaid and in consideration of TEN AND NO/100 Dollars (\$10.00), to **Grantor** in hand paid at and before the sealing of these presents by **SOUTH CAROLINA STATE UNIVERSITY**, (“**Grantee**”), in the State aforesaid, the receipt whereof is hereby acknowledged, has, subject to the matters, covenants, restrictions, conditions, reservations, and limitations set forth on Exhibit “A” attached hereto and incorporated herein (collectively, the “**Restrictions and Reservations**”), remised, released and forever quit-claimed, and by these Presents does remise, release and forever quit-claim unto the said **Grantee**, its successors and assigns forever, the following described property, to wit:

ALL that certain lot, piece, parcel, or tract of land containing 0.369 acres of land, more or less, situate, lying and being on the South side of Lee Street, in the City of Charleston in Charleston County, State of South Carolina, and being shown and designated as “New Parcel D-2” on a plat entitled “Final Plat Showing the Subdivision of Parcel D Into Parcels D-1, D-2, and D-3 and New Variable Width Utility Easement as Defined By A,B,C,D,E,F,G,A” by Forsberg Engineering and Surveying, Inc., dated May 5, 2014, last revised January 28, 2016, and recorded in the RMC Office for Charleston County in Book L16 at Page 006 (the “**Plat**”). Reference being made to said Plat for a more complete and accurate description.

BEING a portion of the same property conveyed to the Grantor by Quitclaim Deed from South Carolina Department of Transportation (SCDOT) dated January 13, 2012 and recorded January 25, 2012 in Book 0229, Page 858 in the RMC Office for Charleston County, South Carolina.

TMS # 459-05-04\_\_\_\_\_

NOTICE: This Property Subject to Declaration of Covenants and Restrictions recorded on February 12, 2016, at Book 0534 Page 710 Officer of the Register of Deeds/Registrar of Mesne Conveyance, and any subsequent Amendments Recorded thereto (the “**Environmental Covenants and Restrictions**”).

GRANTEE’S ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said premises, subject to the Restrictions and Reservations, unto the said **Grantee**, its successors and assigns forever, so that neither **Grantor**, its successors or assigns, nor any other person or persons claiming under it or them, shall at any time hereafter, by any way or to claim the same, or means have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part thereof, forever.

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SIGNATURES ON THE FOLLOWING PAGE





## RESTRICTIONS AND RESERVATIONS

In consideration of the conveyance herein and the terms and conditions of the certain Agreement of Purchase and Sale between Grantor and Grantee dated July 19, 2012, as amended by Amendment to Agreement of Purchase and Sale dated September 22, 2015, and as further amended by Second Amendment to Agreement of Purchase and Sale dated \_\_\_\_\_, 2017, Grantee acknowledges and agrees that the Property shall be conveyed subject to the following rights, conditions, restrictions and obligations, all of which shall attach to the Property and run with title to the land forever:

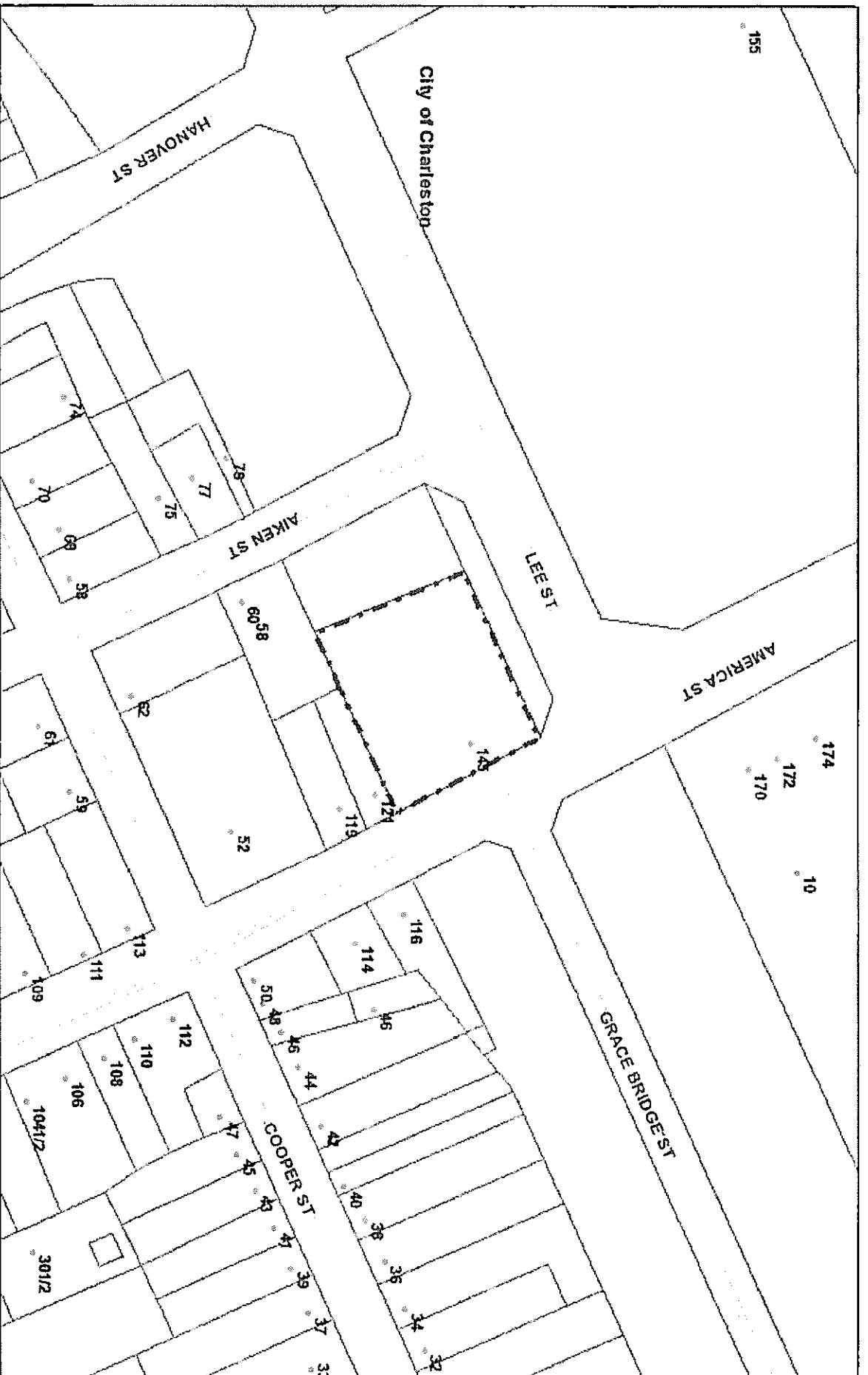
1. Beginning on delivery of this deed, and continuing until the date that is 90 years thereafter (or until such earlier time as the Property reverts to or is otherwise reacquired by Grantor), the Property shall be used by Grantee only for the construction and operation of a Community Center (hereafter defined) in furtherance of the Program Purpose (hereafter defined) (the "***Permitted Use***"). As used herein, the term "***Community Center***" shall mean an extension facility/Community Center to house programs and activities such as family life, health and nutrition, youth development, community economic development, agricultural/natural resources, education and technology, all in keeping with, and subject to the limitations of the Program Purpose (hereafter defined). As used herein, the term "***Program Purpose***" shall mean the conducting of an organized research and extension system that addresses quality of life issues/opportunities for all citizens and residents with special emphasis on underserved communities, all in accordance with South Carolina State's 1890 Research and Extension Program, as created by the United State Congress under the Second Morrill Act of 1890. Grantor, its successors or assigns, shall have the right to enforce this covenant and restriction, including the right to bring proceedings at law or in equity against the party or parties violating or attempting to violate said covenant and restriction, to enjoin them from so doing, to cause such violation to be remedied, or to recover damages resulting from any such violation. In any legal or equitable proceeding to enforce the provisions hereof or enjoin their violation, the party or parties against whom judgment is entered shall pay the reasonable attorneys' fees of the prevailing party. Such remedies shall be cumulative and not exclusive.

2. All matters of record in the RMC Office for Charleston County, South Carolina, including without limitation all matters shown and depicted on the Plat (as defined above) and that certain Grant of Easements from the City of Charleston to the Commissioners of Public Works of the City of Charleston dated February 9, 2016, and recorded in the RMC Office for Charleston County in Book 0534, page 744, and the Environmental Covenants and Restrictions (as defined above).

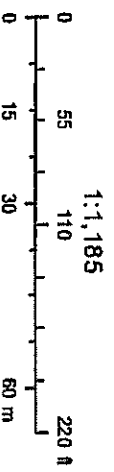
3. All duties and obligations of Voluntary Cleanup Contract 11-6027-NRP In the Matter of A Portion of the Cooper River Bridge South Carolina Department of Transportation Right-of-Way Site, Charleston County and the City of Charleston, dated September 23, 2011 (the "***VCC***"), including any reporting requirements, assessment, monitoring, response action, remediation, vapor mitigation, soil or solid waste disposal, segregated waste disposal, site management, soil management, declaration of covenants and restrictions, or risk-based corrective action required by the VCC or pursuant to the VCC Environmental Site Assessment Report for the Cooper River Bridge Right-Of-Way Site, VCC 11-6027-NRP, by S&ME dated November 12, 2013 (the "***VCC Assessment Report***") as applicable to the Property, all of which the Grantee hereby expressly assumes and covenants and agrees on behalf of itself, its successors and assigns to perform.

Grantee shall take all necessary steps required by the VCC, the VCC Assessment Report, or as determined by the South Carolina Department of Health and Environmental Control ("**SCDHEC**") to obtain a certificate of completion. The City of Charleston and/or SCDHEC shall have the right to enforce the foregoing and/or seek damages under the terms of this deed, the VCC, at law or in equity.

459-05-04-210



March 6, 2017





Refutation  
Number 2015-128

## AN ORDINANCE

AUTHORIZING THE MAYOR TO EXECUTE THE NECESSARY DOCUMENTS TO ENTER INTO THAT CERTAIN AMENDMENT TO AGREEMENT OF PURCHASE AND SALE BETWEEN THE CITY OF CHARLESTON AND SOUTH CAROLINA STATE UNIVERSITY AND TO EXECUTE ANY DOCUMENTS NECESSARY TO CONSUMMATE THE CONVEYANCE OF PROPERTY AT THE CORNER OF LEE AND AMERICA STREETS IN THE CITY AND COUNTY OF CHARLESTON, STATE OF SOUTH CAROLINA UPON THE TERMS SET FORTH IN THE AMENDMENT TO AGREEMENT OF PURCHASE AND SALE, SAID AMENDMENT TO AGREEMENT OF PURCHASE AND SALE BEING MARKED AS EXHIBIT A, ATTACHED HERETO AND INCORPORATED BY REFERENCE HEREIN.

BE IT ORDAINED BY THE MAYOR AND COUNCILMEMBERS OF CHARLESTON, IN CITY COUNCIL ASSEMBLED:

**Section 1.** The Mayor is hereby authorized to execute the necessary documents to enter into that certain Amendment to Agreement of Purchase and Sale between the City of Charleston and South Carolina State University and to execute any documents necessary to consummate the conveyance of property at the corner of Lee and America Streets in the City and County of Charleston, State of South Carolina upon the terms set forth in the Amendment to Agreement of Purchase and Sale, said Amendment to Agreement of Purchase and Sale being marked as Exhibit A, attached hereto and incorporated by reference herein.

**Section 2.** This Ordinance shall become effective upon ratification.

Ratified In City Council this 22nd day of September, in the Year of Our Lord, 2015, and in the 240<sup>th</sup> Year of the Independence of the United States of America.

BY: \_\_\_\_\_

Joseph P. Riley, Jr.  
Mayor, City of Charleston

ATTEST: BY: \_\_\_\_\_

Vanessa Turner Maybank  
Clerk of Council

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF CHARLESTON ) AMENDMENT TO  
 ) AGREEMENT OF PURCHASE AND SALE

THIS AMENDMENT TO AGREEMENT OF PURCHASE AND SALE is entered into this 2nd day of September, 2015, by and between THE CITY OF CHARLESTON, (the "City"), and SOUTH CAROLINA STATE UNIVERSITY ("SC State").

WHEREAS, the City and SC State entered into an Agreement of Purchase and Sale on the 19<sup>th</sup> day of July, 2011 (the "Agreement"), wherein the City agreed to convey to SC State a parcel of land located at the corner of Lee and America Streets in the City and County of Charleston, State of South Carolina, more fully described as Parcel D in the Agreement (the "Property") for the purpose of constructing and operating a SC State 1890 Research and Extension Program Community Center ("Community Center") upon SC State satisfying certain conditions precedent set forth in the Agreement, including the granting of approvals and permits needed to construct the Community Center on the Property; and

WHEREAS, while certain conditions precedent set forth in the Agreement need to be satisfied before the conveyance of the Property to SC State can occur, including approvals by the City's Technical Review Committee ("TRC") and Design Review Committee ("DRC") and the approval of a Special Exception from BZA-Zoning to allow the Property to be used as a community center, the parties are minded to amend the Agreement in order to expedite the commencement of construction of the Community Center on the Property and authorize the City to convey the Property to SC State before the aforesaid approvals are granted to SC State; provided if SC State does not comply with the provisions set forth in Section 2 below, title to the Property shall immediately revert to the City.

NOW THEREFORE, for and in consideration of the sum of One (\$1.00) Dollar and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and SC State agree as follows:

1. All recitals stated above are incorporated herein by reference as if fully restated verbatim.

2. Section 4.3.1 of the Agreement is hereby amended by deleting said section in its entirety and substituting in its place and stead the following new Section 4.3.1 which shall read as follows:

"Quit-Claim Deed. A quit-claim deed (the "Deed") executed by the City conveying to SC State all of the City's right, title and interest, as of the Closing Date, in and to the Property, subject to:

(a) Easements and all other matters appearing of record in Charleston County; and

(b) Deed restrictions and reversions of title to be included in the Deed providing that:

(i) SC State shall commence construction of the Community Center within fifteen (15) months of the conveyance of the Property to SC State from the City ("Construction Commencement Date") and that, in the event SC State does not commence construction of the Community Center by the Construction Commencement Date, title to the Property shall immediately revert to the City. Without limiting the effectiveness of the foregoing, at the request of the City, SC State shall cooperate with the City and execute any and all documents to memorialize the foregoing. For purposes of this provision, "commence construction" shall mean that vertical construction of the Community Center shall be visible from an inspection of the Property; and

(i) The Property shall be used by SC State only for the construction and operation of the Community Center in furtherance of the Program Purpose (the "Permitted Use") and that, in the event the Property ceases to be used for the Permitted Use, title to the Property shall immediately revert to the City. Without limiting the effectiveness of the foregoing, at the request of the City, SC State shall cooperate with the City and execute any and all documents to memorialize the foregoing."

3. Paragraph 9 of the Agreement is hereby deleted in its entirety.

In all other respects, the Agreement entered into by and between the City and SC State shall remain unmodified and in full force and effect.

(REMAINDER OF PAGE LEFT INTENTIONALLY BLANK)

IN WITNESS WHEREOF, the parties hereto have hereunto set their Hands and  
Seals the date and year first written above.

IN THE PRESENCE OF:

Ashra Matthews  
Jennifer Cook

THE CITY OF CHARLESTON

By: [Signature]  
Joseph P. Riley, Jr., Mayor

ATTEST:

[Signature]  
Clerk of Council

IN THE PRESENCE OF:

[Signature]  
Christel Rogers

SOUTH CAROLINA STATE UNIVERSITY

By: W. Franklin Evans  
Name: W. Franklin Evans  
Its: Interim President



**EXHIBIT I**

(The Agreement)

Exhibit A

**AGREEMENT OF PURCHASE AND SALE**

This AGREEMENT OF PURCHASE AND SALE (this "Agreement") is made as of this 17th day of July, 2011, by and between CITY OF CHARLESTON, having an address of 80 Broad Street, Charleston, SC 29401 (hereinafter referred to as the "City") and SOUTH CAROLINA STATE UNIVERSITY, having a notice address of \_\_\_\_\_ (hereinafter referred to as the "SC State").

WITNESSETH:

*WHEREAS*, City and the South Carolina Department of Transportation ("SCDOT") entered into that certain "Partnership Agreement between South Carolina Department of Transportation and the City of Charleston in Regard to Mitigation and Enhancement Activities for the Cooper River Bridge Replacement Project" dated September 30, 2005 (the "Partnership Agreement"); and

*WHEREAS*, pursuant to the Partnership Agreement, SCDOT has conveyed or intends to convey to the City certain parcels of real property located in Charleston County in and around the former Cooper River Bridge Right of Way (the "DOT Conveyance"), said parcels being more particularly described in the Partnership Agreement (the "DOT Parcels"); and

*WHEREAS*, one of the DOT Parcels is identified as "Parcel D" on the plat (the "Plat of DOT Parcels") attached hereto as Exhibit A (the "Parent Tract"); and

*WHEREAS*, SC State is an 1890 Land Grant University; and

*WHEREAS*, SC State's 1890 Research and Extension Program was created by the United States Congress under the Second Morrill Act of 1890, and the stated purpose of such program is to conduct an organized research and extension system that addresses quality of life issues/opportunities for all citizens and residents with special emphasis on underserved communities (the "Program Purpose"); and

*WHEREAS*, in connection with, and in furtherance of the Program Purpose, SC State desires to construct, within the City of Charleston, South Carolina, an extension Facility/Community Center (the "Community Center") to house programs and activities such as family life, health and nutrition, youth development, community economic development, agriculture/natural resources, education and technology, all in keeping with, and subject to the limitations of the Program Purpose; and

*WHEREAS*, in connection with the foregoing, SC State has approached the City about the possibility of acquiring title to an unimproved portion of the Parent Tract, such portion being

located on the corner of Lee Street and America Street (the "*Property*"), on which it intends to construct the Community Center and operate the same in furtherance of the Program Purpose; and

*WHEREAS*, due to certain site design criteria and the needs of the overall master plan for the DOT Parcels, the exact dimensions of the Property are yet to be determined, it being the intent of the parties to work together to cause a mutually acceptable survey depicting the Property to be finalized before the expiration of the Due Diligence Period set forth below (the "*Property Plat*"); and

*WHEREAS*, subject to approval by SCDOT, and any terms or requirements of such approval, and to the remaining terms and conditions hereof, the City is agreeable to conveying the Property to SC State for use in the construction and operation of the Community Center.

*NOW, THEREFORE*, for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto state, confirm, and agree as follows:

1. **SALE OF THE PROPERTY.** The City agrees to sell and SC State agrees to purchase on the terms hereafter stated all of the City's right, title, and interest as of the Closing Date (hereafter defined), in and to the Property.
2. **PURCHASE PRICE.** Subject to the adjustments and the prorations hereafter described, the total purchase price to be paid by SC State to the City on the Closing Date for the Property is the sum of Ten and No/100 Dollars (\$10.00) (the "*Purchase Price*"), payable, in cash, at Closing.
3. **TITLE.** At closing, City shall convey the Property to SC State in accordance with the requirements set forth in Paragraph 4.3.1 below and subject to all matters appearing of record in Charleston County.
4. **CLOSING.** SC State and the City agree that the purchase shall be consummated as follows:
  - 4.1 **Title Transfer.** The City agrees to convey title to the Property to SC State, subject to the items set forth in Paragraph 4.3 below, on or before the close of business on the Closing Date and, effective on the delivery of the Deed (as hereafter defined) from the City to SC State, beneficial ownership and the risk of loss of the Property shall pass from the City to SC State.
  - 4.2 **Closing Date and Location.** This transaction shall close on or before the date which is thirty (30) days after the expiration of the Due Diligence Period (hereafter defined) (the "*Closing Date*"). **TIME IS OF THE ESSENCE.** The closing shall occur at a time and place in Charleston County, South Carolina, to be designated by SC State and approved by the

City.

4.3 City's Instruments. At closing, the City shall deliver or cause to be delivered to SC State the following items:

4.3.1 Quit Claim Deed. A quit claim deed (the "*Deed*") executed by the City conveying to SC State all of the City's right, title and interest, as of the Closing Date, in and to the Property, subject to:

(a) easements and all other matters appearing of record in Charleston County

(b) the deed restrictions contemplated in Section 9(B) below; and

(c) such restrictions as the City and SCDHEC determine are required in connection with the issuance of the VCC (hereafter defined) and/or the COC (hereafter defined).

4.3.2 Additional Documents. Such additional documents as may be reasonably required by SC State to consummate the purchase of the Property by SC State.

4.4 SC State's Instruments. At closing, SC State shall deliver to the City the following items:

4.4.1 Purchase Price. The payment required by Paragraph 2 hereof.

4.4.2 Additional Documents. Such additional documents as may be reasonably required by the City to consummate the sale of the Property to SC State.

4.5 Closing Costs. With respect to the conveyance of the Property, the City shall pay its own legal expenses, deed preparation costs, and any sum necessary to correct any title deficiency that is raised by SC State in writing prior to the expiration of the Due Diligence Period, and that that City agrees, in writing, to pay. SC State shall pay all other closing costs, including any survey costs and all other recording costs and fees associated with the sale of the Property. All property taxes (if any) on the Property shall be prorated as of the date of closing, with SC State being solely responsible for any property taxes that are imposed on the Property after the date of closing. SC State agrees to be responsible for any real estate commission or other fee resulting from a sale of the Property; however, the City acknowledges that it has not engaged nor shall engage a real estate agent to sell the Property.

Roll back taxes, if any, shall be the responsibility of SC State.

5. **POSSESSION; CERTIFICATE OF COMPLETION FROM SCDHEC.**

Subject to any limitations set forth in this Agreement, possession of the Property shall be delivered to SC State on the Closing Date. The foregoing notwithstanding, it is anticipated that the City will enter into a Voluntary Cleanup Contract (the "VCC") with the South Carolina Department of Health and Environmental Control ("DHEC") applicable to the Property and other of the DOT Parcels. Upon completion of the work contemplated by the VCC, DHEC will issue a Certificate of Completion (the "COC"). In the event the COC is not completed prior to Closing, SC State will have the following two options: (a) Terminate this Agreement or (b) proceed to Closing provided that, at such Closing, SC State will enter into a license agreement or other suitable agreement, in a form acceptable to the City, providing that the City, its agents, employees, and contractors shall have full access to the Property from the date of Closing until such time as the COC is issued, in order to take such action as is necessary to obtain the COC.

6. **DEFAULT; REMEDY.** In the event that the City or SC State fails to perform their obligations hereunder, the party claiming default shall make written demand for performance. If the defaulting party fails to comply with such written demand within ten (10) days after receipt thereof, the non-defaulting party, as its sole and exclusive remedy under this Agreement, shall have the right to terminate this Agreement and receive damages in an amount equal to such party's actual costs incurred in connection with this agreement. As used herein, the term "actual costs incurred" shall mean the cost of all, attorney's fees, costs associated with the survey, and any and all other out of pocket costs actually expended by such party in pursuit of the transaction contemplated herein.

7. **AS-IS PURCHASE.** SC STATE ACKNOWLEDGES THAT THIS IS AN "AS-IS" PURCHASE AND REPRESENTS AND WARRANTS THAT AS OF THE CLOSING DATE SC STATE SHALL BE FAMILIAR WITH THE PROPERTY AND SHALL HAVE MADE SUCH INDEPENDENT INVESTIGATIONS AS SC STATE DEEMS NECESSARY OR APPROPRIATE CONCERNING THE PROPERTY. IF SC STATE ELECTS TO PROCEED WITH THE PURCHASE OF THE PROPERTY, ANY OBJECTIONS WHICH SC STATE MAY HAVE WITH RESPECT TO THE PROPERTY SHALL BE WAIVED BY SC STATE. THE CITY MAKES NO REPRESENTATIONS OR WARRANTIES AND SPECIFICALLY DISCLAIMS ANY REPRESENTATION, WARRANTY, OR GUARANTY, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE WITH RESPECT TO THE PHYSICAL CONDITION OR ANY OTHER ASPECT OF THE PROPERTY, THE CONFORMITY OF THE PROPERTY TO PAST, CURRENT OR FUTURE APPLICABLE ZONING, THE FINANCIAL EARNING CAPACITY OR HISTORY OR EXPENSE HISTORY OF THE OPERATION OF THE PROPERTY, THE NATURE AND EXTENT OF ANY RIGHT-OF-WAY, LEASE, POSSESSION, LIEN ENCUMBRANCE, LICENSE, RESERVATION, CONDITION, OR OTHERWISE, THE EXISTENCE OF SOIL INSTABILITY, PAST SOIL REPAIRS, SOIL ADDITIONS OR CONDITIONS OF SOIL FILL, SUSCEPTIBILITY TO LANDSLIDES, SUFFICIENCY OF UNDERSHORING, SUFFICIENCY OF DRAINAGE, WHETHER THE PROPERTY IS LOCATED WHOLLY OR PARTIALLY IN A FLOOD PLAIN OR A FLOOD

HAZARD BOUNDARY OR SIMILAR AREA, THE EXISTENCE OR NON-EXISTENCE OF HAZARDOUS WASTE OR OTHER TOXIC MATERIALS OF ANY KIND OR ANY OTHER MATTER AFFECTING THE STABILITY OR INTEGRITY OF THE PROPERTY. SC STATE ACKNOWLEDGES AND AGREES THAT CERTAIN CHEMICALS AND OTHER POTENTIALLY HAZARDOUS MATERIALS HAVE BEEN STORED ON THE PROPERTY IN THE PAST AND SC STATE AGREES TO HOLD CITY HARMLESS FROM ANY LIABILITY ARISING OUT OF THE SAME. THE PROVISIONS OF THIS PARAGRAPH 7 SHALL SURVIVE CLOSING.

8. SC STATE'S DUE DILIGENCE. SC State, at its own expense, shall have the privilege of inspecting, or causing to be inspected, the title to the Property and the Property itself, which may include, without limitation, environmental concerns, including but not limited to hazardous waste and radon gas; until the date that is ninety (90) days from the date of this Agreement (the "*Due Diligence Period*"). Results of the foregoing inspections are to be satisfactory to SC State, in SC State's sole discretion, and if the results are not satisfactory, SC State shall have the option to terminate this Agreement by providing written notice to the City of such termination at any time prior to the expiration of the Due Diligence Period.

9. CONDITIONS PRECEDENT TO SALE. The following conditions must occur on or prior to the last day of the Due Diligence Period (the "*City's Contingencies*"):

(A) Approval by applicable officials for recording of the Plat of DOT Parcels and the Property Plat and the subsequent recordation of those plats with the Register of Mesne Conveyances for Charleston County, South Carolina;

(B) Agreement by the City legal staff and SC State as to the form of deed restrictions to be included in the Deed providing that the Property shall be used by SC State only for the construction and operation of the Community Center in furtherance of the Program Purpose (the "*Permitted Use*"), and that, in the event the Property ceases to be used for the Permitted Use, title to the same shall revert to the City;

(C) Acquisition by the City of the Parent Tract from SCDOT;

(D) The City having entered into the VCC with the South Carolina Department of Health and Environmental Control;

(E) Final approval by the City's Design Review Committee of the plans for the Community Center and the Property; and

(F) Agreement between City's Planning Department and SC State as to the final form of the Plat to be used to identify the Property.

This Agreement shall be deemed terminated by the City upon the expiration of the Due Diligence Period unless the City notifies SC State in writing, on or before the expiration of the

Due Diligence Period, that all of City's Contingencies have been met to the satisfaction of the City (the "*Contingency Waiver Notice*").

10. MISCELLANEOUS. It is further agreed as follows:

- 10.1 Notice. All notices required hereunder shall be in writing and served by certified mail, return receipt requested, postage prepaid, at the addresses shown above, until notification of a change of such addresses. Notice may also be sent by a nationally recognized overnight courier service to the addresses set forth above.
- 10.2 Entire Agreement. This Agreement, together with the attachments hereto, constitutes the entire agreement between SC State and the City and there are no agreements, understandings, warranties or representations between SC State and the City except as set forth herein. The Agreement cannot be amended except in writing executed by SC State and the City.
- 10.3 Binding Effect. This Agreement shall inure to the benefit of and bind the respective successors and permitted assigns of the parties hereto.
- 10.4 Assignment. This Agreement shall not be assigned by either party without first obtaining the other party's written consent, which consent may be withheld with or without cause.
- 10.5 South Carolina Law. This Agreement shall be governed, enforced and construed in accordance with the laws of the State of South Carolina.
- 10.6 Time is of the Essence. The City and SC State expressly agree that time is of the essence with respect to each provision of this Agreement.
- 10.7 Counterparts. This Agreement may be executed in several counterparts and all so executed shall constitute an Agreement of Purchase and Sale, binding on all parties hereto, even though all the parties are not signatories to the original or same counterpart.
- 10.8 Agreement to Survive Closing. This Agreement, and each obligation of the parties hereto, shall survive the Closing of the transfer of the Property from the City to SC State.
- 10.9 Attorneys Fees/Costs. In the event of any dispute arising under this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs incurred in connection therewith.

**\*\*\*Remainder of this page intentionally left blank\*\*\*  
[Signatures on the following page]**



IN WITNESS WHEREOF, this Agreement has been executed by the parties as of the date first written above.

WITNESSES:

CITY:

CITY OF CHARLESTON

By:

Joseph P. Riley, Jr.

Its: Mayor

Clarence G. Willett  
Debra Matthews

WITNESSES:

SOUTH CAROLINA STATE UNIVERSITY

By:

George E. Cooper

Name:

George E. Cooper

Its:

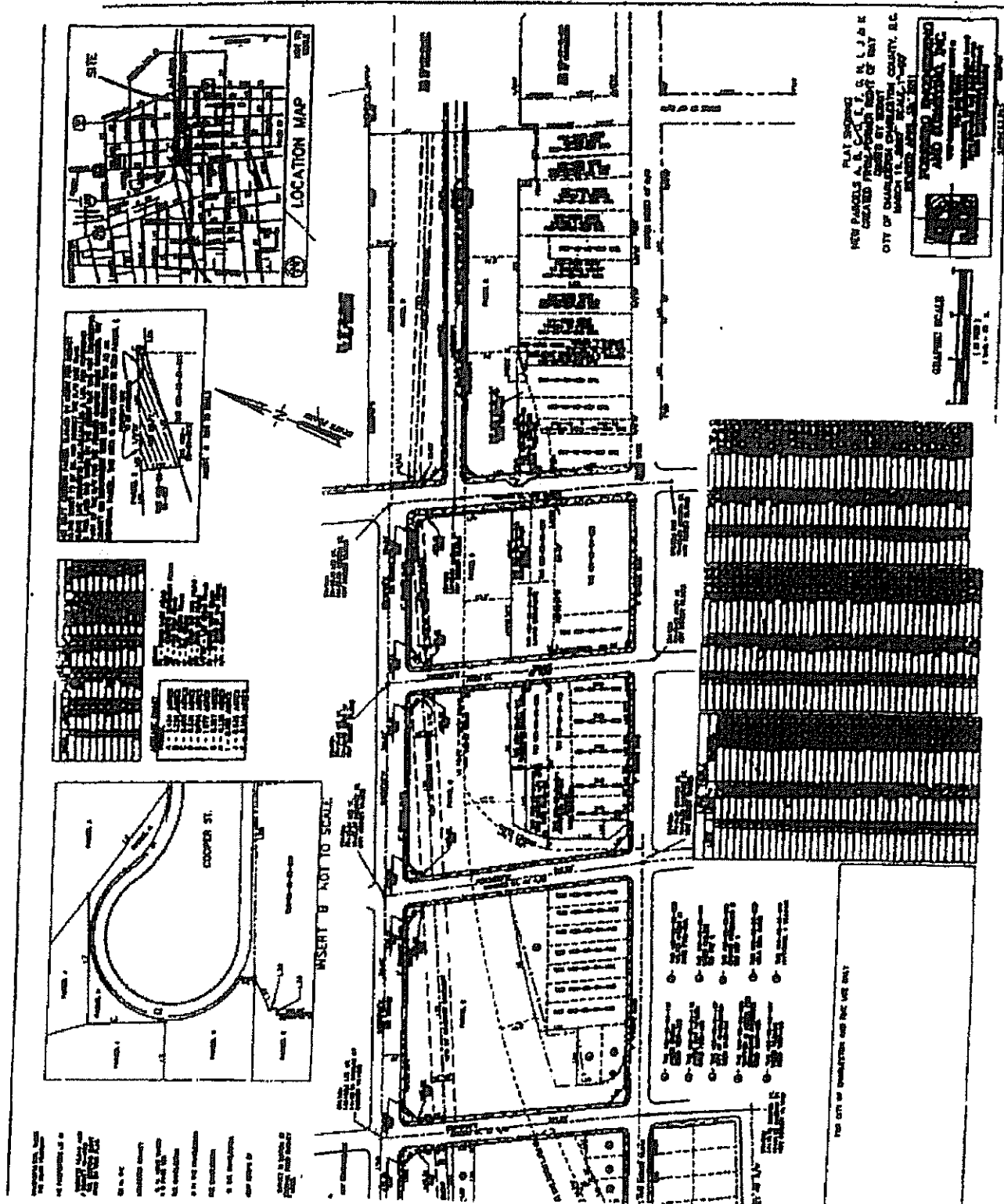
President

G. Lehman  
D. Fortis

**Exhibit A**  
**Plat of DOT Parcels**

*[see attached.]*

# Exhibit A





ccj)  
Ratification  
Number \_\_\_\_\_

## A N O R D I N A N C E

TO PROVIDE FOR THE ANNEXATION OF PROPERTY KNOWN AS 1522 GRIMBALL ROAD EXTENSION (0.41 ACRE) (TMS# 427-00-00-008), JAMES ISLAND, CHARLESTON COUNTY, TO THE CITY OF CHARLESTON, SHOWN WITHIN THE AREA ANNEXED UPON A MAP ATTACHED HERETO AND MAKE IT PART OF DISTRICT 6. THE PROPERTY IS OWNED BY FRANCINA BACKMAN.

BE IT ORDAINED BY THE MAYOR AND THE MEMBERS OF CITY COUNCIL, IN CITY COUNCIL ASSEMBLED:

Section 1. As an incident to the adoption of this Ordinance, City Council of Charleston finds the following facts to exist:

A) Section 5-3-150, Code of Laws of South Carolina (1976) as amended, provides a method of annexing property to a city or town upon a Petition by all persons owning real estate in the area requesting annexation.

B) The City Council of Charleston has received a Petition requesting that a tract of land in Charleston County hereinafter described be annexed to and made a part of the City of Charleston, which Petition is signed by all persons owning real estate in the area requesting annexation.

C) The area comprising the said property is contiguous to the City of Charleston.

Section 2. Pursuant to Section 5-3-150, Code of Laws of South Carolina (1976) as amended, the following described property be and hereby is annexed to and made part of the City of Charleston and is annexed to and made part of present District 6 of the City of Charleston, to wit:

SAID PROPERTY to be annexed, 1522 Grimball Road Extension, (0.41 acre) is identified by the Charleston County Assessors Office as TMS# 427-00-00-008, (see attached map) and includes all marshes, public waterways and public rights-of-way, shown within the area annexed upon a map attached hereto and made a part hereof.

Section 3. This ordinance shall become effective upon ratification.

Ratified in City Council this \_\_\_\_\_ day of \_\_\_\_\_  
in the Year of Our Lord,  
2017, in the \_\_\_\_\_ Year of the Independence of the  
United States of America.

By:

\_\_\_\_\_  
John J. Tecklenburg  
Mayor

Attest:

\_\_\_\_\_  
Vanessa Turner Maybank  
Clerk of Council

# Annexation Profile

**Parcel Address:** 1522 Grimball Road Extension

**Presented to Council:** 3/14/2017

**Status:** Received Signed Petition

**Owner Names:** Francina Backman

**Year Built:** 1970

**Parcel ID:** 4270000008

**Number of Units:** 1

**Number of Persons:** 1

**Race:** African-American

**Acreage:** 0.41

**Mailing Address:** 1524 Grimball Road Ext

**Current Land Use:** Residential

**Address:** Charleston, SC 29412

**Current Zoning:** S-3

**Requested Zoning:** SR-1

**City Area:** James Island

**Recommended Zoning:** SR-1

**Subdivision:**

**Appraised Value:** \$980,000.00

**Council District:** 6

**Assessed Value:** \$3,920.00

**Within UGB:** No

**Stormwater Fees:** 0.00

<b>Police</b>	Located in existing service area - Team 3
<b>Fire</b>	Located in existing service area - Station 7
<b>Public Service</b>	
<b>Sanitation</b>	Located in existing service area. One additional stop.
<b>Storm Water</b>	Contiguous to existing service area.
<b>Streets and Sidewalks</b>	No additional City-maintained right-of-way
<b>Traffic and Transportation</b>	
<b>Signalization</b>	None
<b>Signage</b>	Good Condition
<b>Pavement Markings</b>	Good Condition
<b>Charleston Water Systems</b>	CWS provides water. James Island PSD provides sewer.
<b>Planning</b>	
<b>Urban Growth Line</b>	Property is a developed site adjacent to the line.
<b>City Plan (Century Five)</b>	Development and zoning are consistent with the City Plan.
<b>Parks</b>	Already being served.

**Notes/Comments:**

**City Plan  
Recommendation:**

The existing development and proposed zoning is consistent with the City Plan.  
Recommend annexation.

STATE OF SOUTH CAROLINA )  
COUNTY OF CHARLESTON ) PETITION FOR ANNEXATION

TO THE HONORABLE MAYOR AND CITY COUNCIL OF CHARLESTON

WHEREAS, SECTION 5-3-150 (3) Code of laws of South Carolina provides for the annexation of an area or property which is contiguous to a City by filing with the municipal governing body a petition signed by all persons owning real estate in the area requesting annexation, and

WHEREAS, the undersigned are all persons owning real estate in the area requesting annexation, and

WHEREAS, the area requesting annexation is described as follows, to wit:

SAID PROPERTY, located on James Island (approximately 0.41 acre) to be annexed is identified by the Charleston County Assessors Office as Property Identification Number: TMS# 427-00-00-008 (1522 Grimboll Road Extension).

NOW, THEREFORE, the undersigned petition the City Council of Charleston to annex the above described area into the municipal limits of the City of Charleston.

Dated this 1<sup>st</sup> day of  
February, 2017

FREEHOLDERS (OWNERS) SIGNED

DATE OF SIGNATURE

Francine J. Backman  
(Signature)

Feb. 15, 2017  
(Date)

Francine J. Backman  
(Print Name)

Carol J. Smalls - POA for  
(Signature) Francine J. Backman

Feb. 15, 2017  
(Date)

CAROL J. Smalls / POA for  
(Print Name)

Francine J. Backman

# City of Charleston Annexation Map

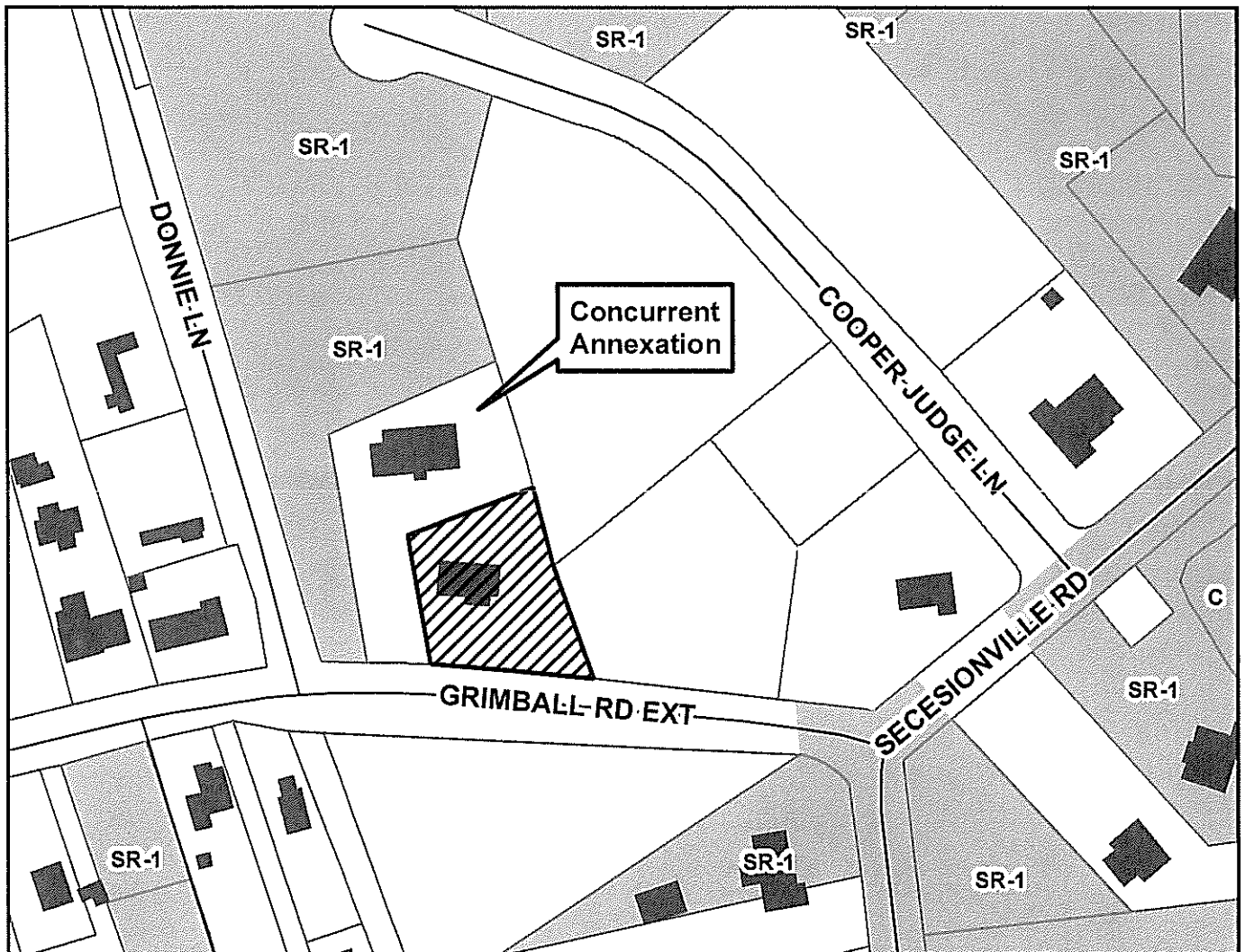
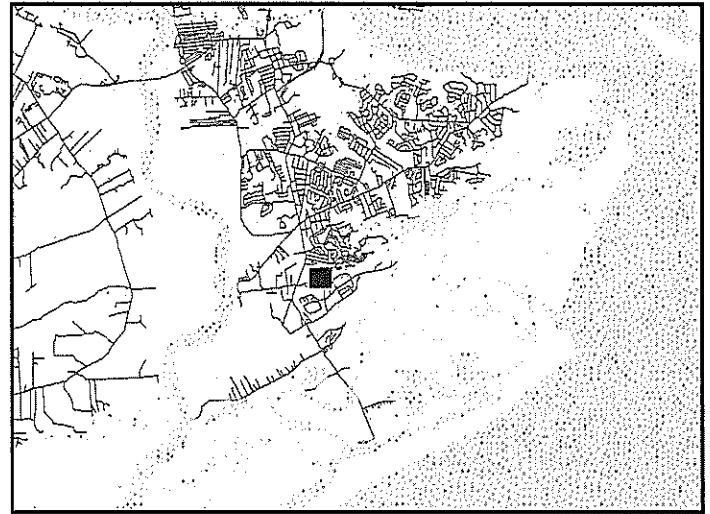
Parcel Address:  
1522 Grimball Road Extension

TMS #:  
4270000008

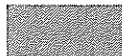
Acreage: 0.41

City Council District: 6

James Island



Subject Property



Corporate Limits  
City of Charleston



Water





8(ii)  
Ratification  
Number \_\_\_\_\_

## A N O R D I N A N C E

TO PROVIDE FOR THE ANNEXATION OF PROPERTY KNOWN AS 2205 RAMSAY STREET (0.25 ACRE) (TMS# 343-05-00-125), JAMES ISLAND, CHARLESTON COUNTY, TO THE CITY OF CHARLESTON, SHOWN WITHIN THE AREA ANNEXED UPON A MAP ATTACHED HERETO AND MAKE IT PART OF DISTRICT 11. THE PROPERTY IS OWNED BY EDWARD MUNGO.

BE IT ORDAINED BY THE MAYOR AND THE MEMBERS OF CITY COUNCIL, IN CITY COUNCIL ASSEMBLED:

Section 1. As an incident to the adoption of this Ordinance, City Council of Charleston finds the following facts to exist:

A) Section 5-3-150, Code of Laws of South Carolina (1976) as amended, provides a method of annexing property to a city or town upon a Petition by all persons owning real estate in the area requesting annexation.

B) The City Council of Charleston has received a Petition requesting that a tract of land in Charleston County hereinafter described be annexed to and made a part of the City of Charleston, which Petition is signed by all persons owning real estate in the area requesting annexation.

C) The area comprising the said property is contiguous to the City of Charleston.

Section 2. Pursuant to Section 5-3-150, Code of Laws of South Carolina (1976) as amended, the following described property be and hereby is annexed to and made part of the City of Charleston and is annexed to and made part of present District 11 of the City of Charleston, to wit:

SAID PROPERTY to be annexed, 2205 Ramsay Street, (0.25 acre) is identified by the Charleston County Assessors Office as TMS# 343-05-00-125, (see attached map) and includes all marshes, public waterways and public rights-of-way, shown within the area annexed upon a map attached hereto and made a part hereof.

Section 3. This ordinance shall become effective upon ratification.

Ratified in City Council this \_\_\_\_ day of \_\_\_\_\_  
in the Year of Our Lord,  
2017, in the \_\_\_\_ Year of the Independence of the  
United States of America.

By:

\_\_\_\_\_  
John J. Tecklenburg  
Mayor

Attest:

\_\_\_\_\_  
Vanessa Turner Maybank  
Clerk of Council



# Annexation Profile

**Parcel Address:** 2205 Ramsay Street

**Presented to Council:** 3/14/2017

**Status:** Received Signed Petition

**Owner Names:** Edward Mungo

**Year Built:** NA

**Parcel ID:** 3430500125

**Number of Units:** 0

**Number of Persons:** 0

**Race:** Vacant

**Acreage:** 0.25

**Mailing Address:** 2214 Telfair Way

**Current Land Use:** Vacant Residential

**Address:** Charleston, SC 29412

**Current Zoning:** R-4

**Requested Zoning:** SR-1

**City Area:** James Island

**Recommended Zoning:** SR-1

**Subdivision:**

**Appraised Value:** \$125,000.00

**Council District:** 11

**Assessed Value:** \$7,500.00

**Within UGB:** Yes

**Stormwater Fees:** 0.00

<b>Police</b>	Located in existing service area - Team 3
<b>Fire</b>	Located in existing service area - Station 13
<b>Public Service</b>	
<b>Sanitation</b>	Located in existing service area. Property is undeveloped.
<b>Storm Water</b>	Contiguous to existing service area.
<b>Streets and Sidewalks</b>	No additional City-maintained right-of-way
<b>Traffic and Transportation</b>	
<b>Signalization</b>	None
<b>Signage</b>	None
<b>Pavement Markings</b>	None
<b>Charleston Water Systems</b>	CWS provides water. James Island PSD provides sewer.
<b>Planning</b>	
<b>Urban Growth Line</b>	Property is an undeveloped site within the line.
<b>City Plan (Century Five)</b>	Development and zoning are consistent with the City Plan.
<b>Parks</b>	Already being served.

**Notes/Comments:**

**City Plan  
Recommendation:**

The existing development and proposed zoning is consistent with the City Plan.  
Recommend annexation.

STATE OF SOUTH CAROLINA )  
 ) PETITION FOR ANNEXATION  
COUNTY OF CHARLESTON )

TO THE HONORABLE MAYOR AND CITY COUNCIL OF CHARLESTON

WHEREAS, SECTION 5-3-150 (3) Code of laws of South Carolina provides for the annexation of an area or property which is contiguous to a City by filing with the municipal governing body a petition signed by all persons owning real estate in the area requesting annexation, and

WHEREAS, the undersigned are all persons owning real estate in the area requesting annexation, and

WHEREAS, the area requesting annexation is described as follows, to wit:

SAID PROPERTY, located on James Island (approximately 15 acres) to be annexed is identified by the Charleston County Assessors Office as Property Identification Number: TMS# 343-05-00-125  
(Address: 7705 Ramsey St., Charleston, SC 29412 ).

NOW, THEREFORE, the undersigned petition the City Council of Charleston to annex the above described area into the municipal limits of the City of Charleston.

Dated this 22 day of  
February, 2018

FREEHOLDERS (OWNERS) SIGNED

DATE OF SIGNATURE

Edward Mungo  
(Signature)

2-22-17  
(Date)

Edward Mungo  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Print Name)

# City of Charleston Annexation Map

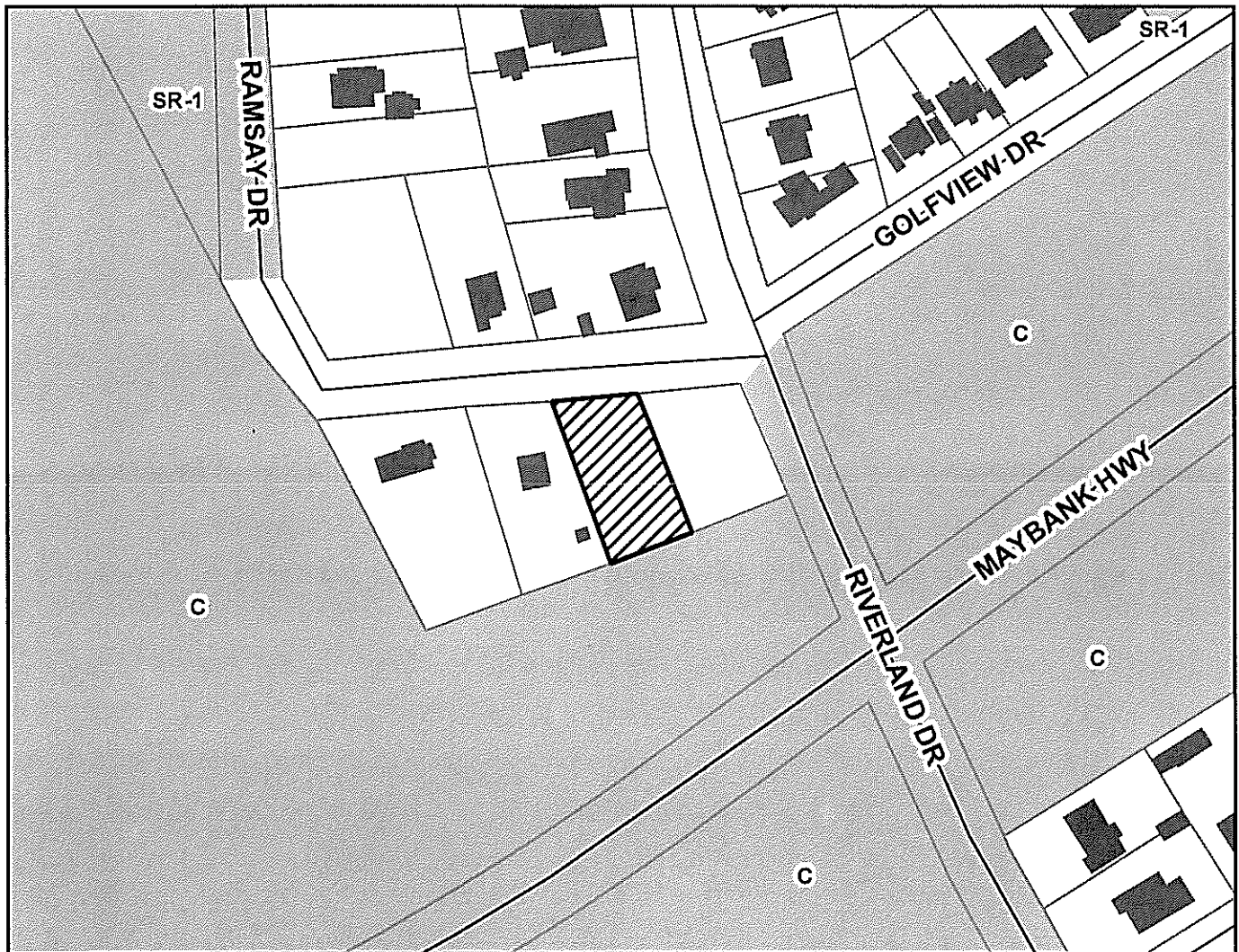
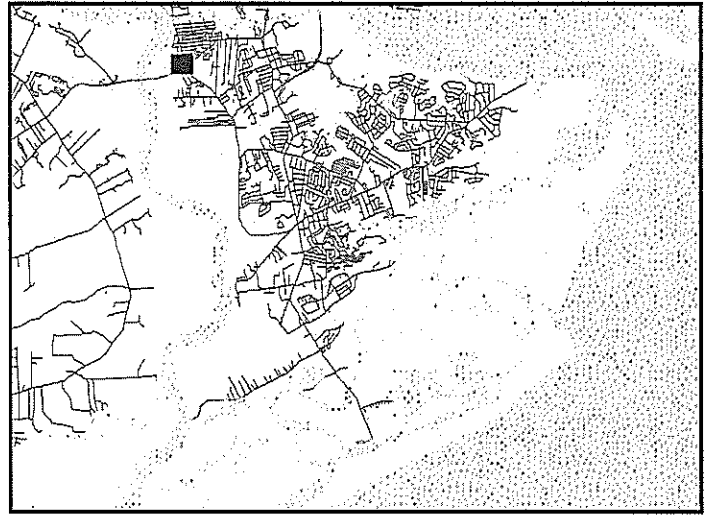
Parcel Address:  
2205 Ramsay St

TMS #:  
3430500125

Acreage: 0.99

City Council District: 6

James Island



Subject Property



Corporate Limits  
City of Charleston



Water



C(iii)



Ratification  
Number \_\_\_\_\_

# AN ORDINANCE

TO PROVIDE FOR THE ANNEXATION OF PROPERTY KNOWN AS 1524 GRIMBALL ROAD EXTENSION (0.58 ACRE) (TMS# 427-00-00-085), JAMES ISLAND, CHARLESTON COUNTY, TO THE CITY OF CHARLESTON, SHOWN WITHIN THE AREA ANNEXED UPON A MAP ATTACHED HERETO AND MAKE IT PART OF DISTRICT 6. THE PROPERTY IS OWNED BY CLYDE J. SMALLS AND CAROL J. SMALLS.

BE IT ORDAINED BY THE MAYOR AND THE MEMBERS OF CITY COUNCIL, IN CITY COUNCIL ASSEMBLED:

Section 1. As an incident to the adoption of this Ordinance, City Council of Charleston finds the following facts to exist:

A) Section 5-3-150, Code of Laws of South Carolina (1976) as amended, provides a method of annexing property to a city or town upon a Petition by all persons owning real estate in the area requesting annexation.

B) The City Council of Charleston has received a Petition requesting that a tract of land in Charleston County hereinafter described be annexed to and made a part of the City of Charleston, which Petition is signed by all persons owning real estate in the area requesting annexation.

C) The area comprising the said property is contiguous to the City of Charleston.

Section 2. Pursuant to Section 5-3-150, Code of Laws of South Carolina (1976) as amended, the following described property be and hereby is annexed to and made part of the City of Charleston and is annexed to and made part of present District 6 of the City of Charleston, to wit:

SAID PROPERTY to be annexed, 1524 Grimball Road Extension, (0.58 acre) is identified by the Charleston County Assessors Office as TMS# 427-00-00-085, (see attached map) and includes all marshes, public waterways and public rights-of-way, shown within the area annexed upon a map attached hereto and made a part hereof.

Section 3. This ordinance shall become effective upon ratification.

Ratified in City Council this \_\_\_\_\_ day of \_\_\_\_\_  
in the Year of Our Lord,  
2017, in the \_\_\_\_\_ Year of the Independence of the  
United States of America.

By:

\_\_\_\_\_  
John J. Tecklenburg  
Mayor

Attest:

\_\_\_\_\_  
Vanessa Turner Maybank  
Clerk of Council

# Annexation Profile

**Parcel Address:** 1524 Grimball Road Extension

**Presented to Council:** 3/14/2017

**Status:** Received Signed Petition

**Owner Names:** Clyde J. Smalls and Carol J. Smalls

**Year Built:** 2008

**Parcel ID:** 4270000085

**Number of Units:** 1

**Number of Persons:** 2

**Race:** African-American

**Acreage:** 0.58

**Mailing Address:** 1524 Grimball Road Ext

**Current Land Use:** Residential

**Address:** Charleston, SC 29412

**Current Zoning:** S-3

**Requested Zoning:** SR-1

**City Area:** James Island

**Recommended Zoning:** SR-1

**Subdivision:**

**Appraised Value:** \$196,000.00

**Council District:** 6

**Assessed Value:** \$7,840.00

**Within UGB:** No

**Stormwater Fees:** 72.00

<b>Police</b>	Located in existing service area - Team 3
<b>Fire</b>	Located in existing service area - Station 7
<b>Public Service</b>	
<b>Sanitation</b>	Located in existing service area. One additional stop.
<b>Storm Water</b>	Contiguous to existing service area.
<b>Streets and Sidewalks</b>	No additional City-maintained right-of-way
<b>Traffic and Transportation</b>	
<b>Signalization</b>	None
<b>Signage</b>	Good Condition
<b>Pavement Markings</b>	Good Condition
<b>Charleston Water Systems</b>	CWS provides water. James Island PSD provides sewer.
<b>Planning</b>	
<b>Urban Growth Line</b>	Property is a developed site adjacent to the line.
<b>City Plan (Century Five)</b>	Development and zoning are consistent with the City Plan.
<b>Parks</b>	Already being served.

**Notes/Comments:**

**City Plan  
Recommendation:**

The existing development and proposed zoning is consistent with the City Plan.  
Recommend annexation.

STATE OF SOUTH CAROLINA )  
COUNTY OF CHARLESTON )

PETITION FOR ANNEXATION

TO THE HONORABLE MAYOR AND CITY COUNCIL OF CHARLESTON

WHEREAS, SECTION 5-3-150 (3) Code of laws of South Carolina provides for the annexation of an area or property which is contiguous to a City by filing with the municipal governing body a petition signed by all persons owning real estate in the area requesting annexation, and

WHEREAS, the undersigned are all persons owning real estate in the area requesting annexation, and

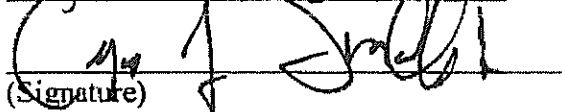
WHEREAS, the area requesting annexation is described as follows, to wit:

SAID PROPERTY, located on James Island (approximately 0.58 acre) "to be annexed is identified by the Charleston County Assessors Office as Property Identification Number: TMS# 427-00-00-085 (1524 Grimball Road Extension).

NOW, THEREFORE, the undersigned petition the City Council of Charleston to annex the above described area into the municipal limits of the City of Charleston.

Dated this 1<sup>st</sup> day of  
February, 2017

FREEHOLDERS (OWNERS) SIGNED

  
(Signature)

Clyde J. Smalls  
(Print Name)

  
(Signature)

Carol J. Smalls  
(Print Name)

DATE OF SIGNATURE

Feb. 15 2017  
(Date)

Feb. 15, 2017  
(Date)

# City of Charleston Annexation Map

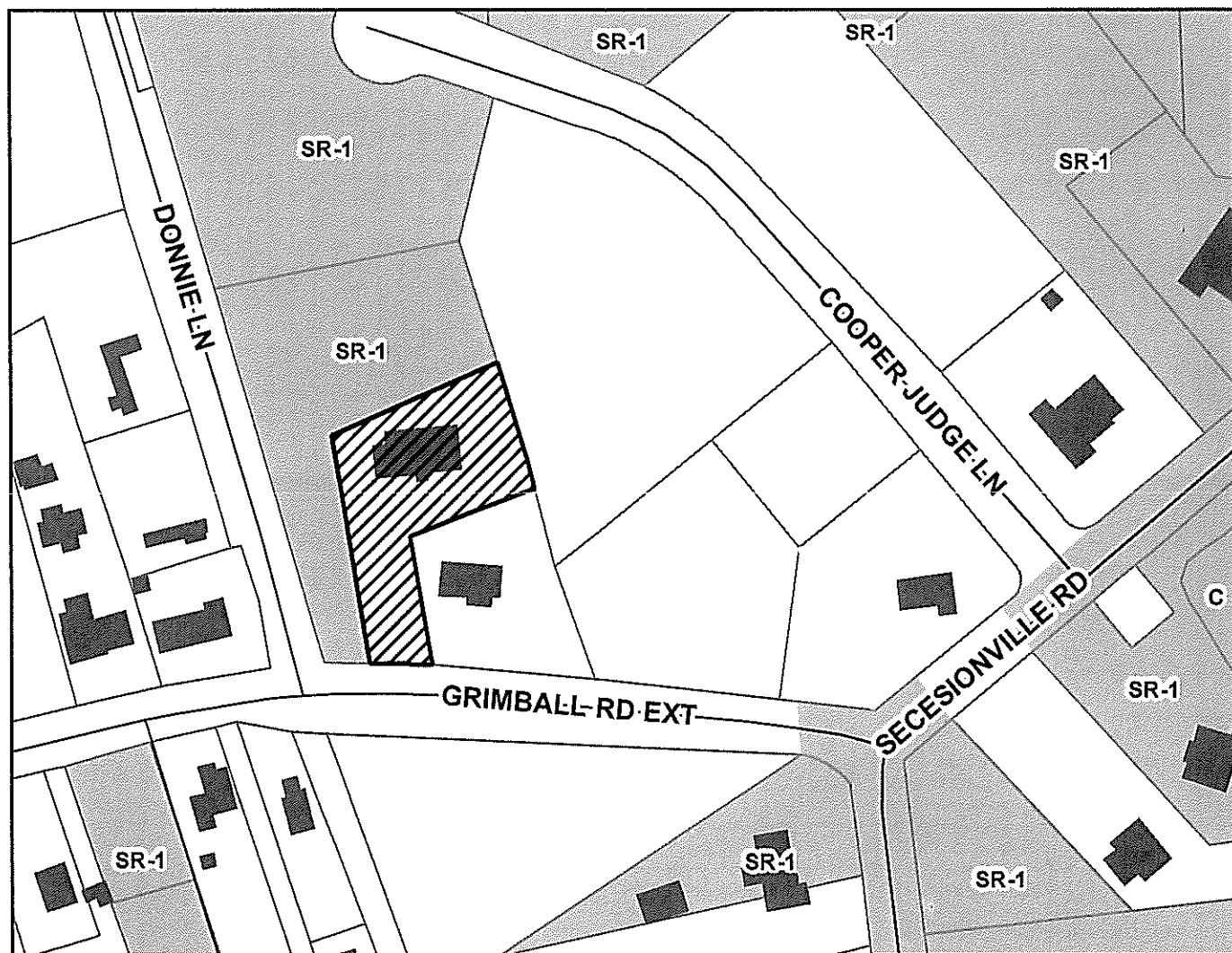
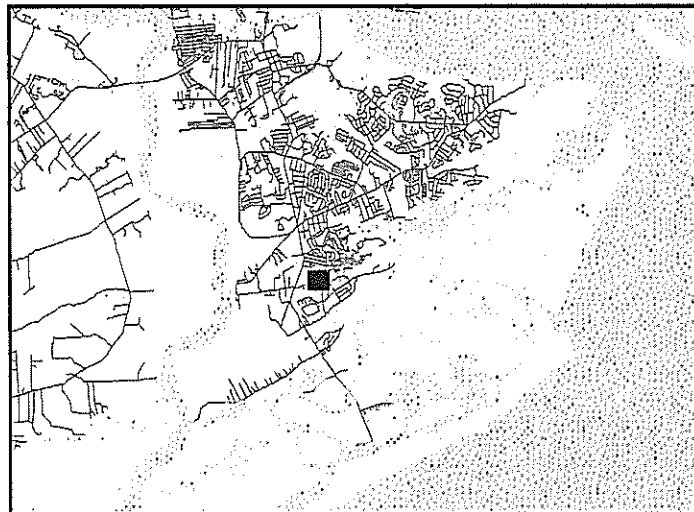
Parcel Address:  
1524 Grimball Road Extension

TMS #:  
4270000085

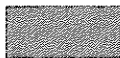
Acreage: 0.58

City Council District: 6

James Island



Subject Property



Corporate Limits  
City of Charleston



Water





C (iv)

Ratification  
Number \_\_\_\_\_

## A N O R D I N A N C E

TO PROVIDE FOR THE ANNEXATION OF PROPERTY KNOWN AS GRIMBALL ROAD EXTENSION AND COOPER JUDGE LANE (1.19 ACRES) (TMS# 427-00-00-081; AND 427-00-00-113), JAMES ISLAND, CHARLESTON COUNTY, TO THE CITY OF CHARLESTON, SHOWN WITHIN THE AREA ANNEXED UPON A MAP ATTACHED HERETO AND MAKE IT PART OF DISTRICT 6. THE PROPERTY IS OWNED BY JJR DEVELOPMENT LLC.

BE IT ORDAINED BY THE MAYOR AND THE MEMBERS OF CITY COUNCIL, IN CITY COUNCIL ASSEMBLED:

Section 1. As an incident to the adoption of this Ordinance, City Council of Charleston finds the following facts to exist:

A) Section 5-3-150, Code of Laws of South Carolina (1976) as amended, provides a method of annexing property to a city or town upon a Petition by all persons owning real estate in the area requesting annexation.

B) The City Council of Charleston has received a Petition requesting that a tract of land in Charleston County hereinafter described be annexed to and made a part of the City of Charleston, which Petition is signed by all persons owning real estate in the area requesting annexation.

C) The area comprising the said property is contiguous to the City of Charleston.

Section 2. Pursuant to Section 5-3-150, Code of Laws of South Carolina (1976) as amended, the following described property be and hereby is annexed to and made part of the City of Charleston and is annexed to and made part of present District 6 of the City of Charleston, to wit:

SAID PROPERTY to be annexed, Grimball Road Extension and Cooper Judge Lane, (1.19 acres) is identified by the Charleston County Assessors Office as TMS# 427-00-00-081, and 427-00-00-113 (see attached map) and includes all marshes, public waterways and public rights-of-way, shown within the area annexed upon a map attached hereto and made a part hereof.

Section 3. This ordinance shall become effective upon ratification.

Ratified in City Council this \_\_\_\_\_ day of \_\_\_\_\_  
in the Year of Our Lord,  
2017, in the \_\_\_\_\_ Year of the Independence of the  
United States of America.

By:

\_\_\_\_\_  
John J. Tecklenburg  
Mayor

Attest:

\_\_\_\_\_  
Vanessa Turner Maybank  
Clerk of Council



# Annexation Profile

**Parcel Address:** Grimball Road Extension and Cooper Judge Lane

**Presented to Council:** 3/14/2017

**Status:** Received Signed Petition

**Owner Names:** JJR Development LLC

**Year Built:** NA

**Parcel ID:** 4270000081

**Number of Units:** 0

**Number of Persons:** 0

and 4270000113

**Race:** Vacant

**Acreage:** 1.19

**Mailing:** P.O. Box 516

**Current Land Use:** Vacant Residential

**Address:** Charleston, SC 29402

**Current Zoning:** S-3

**Requested Zoning:** SR-1

**City Area:** James Island

**Recommended Zoning:** SR-1

**Subdivision:**

**Appraised Value:** \$100,000.00

**Council District:** 6

**Assessed Value:** \$6,000.00

**Within UGB:** No

**Stormwater Fees:** 0.00

<b>Police</b>	Located in existing service area - Team 3
<b>Fire</b>	Located in existing service area - Station 7
<b>Public Service</b>	
<b>Sanitation</b>	Located in existing service area. Property is undeveloped.
<b>Storm Water</b>	Contiguous to existing service area.
<b>Streets and Sidewalks</b>	No additional City-maintained right-of-way
<b>Traffic and Transportation</b>	
<b>Signalization</b>	None
<b>Signage</b>	None
<b>Pavement Markings</b>	None
<b>Charleston Water Systems</b>	CWS provides water. James Island PSD provides sewer.
<b>Planning</b>	
<b>Urban Growth Line</b>	Property is an undeveloped site adjacent to the line.
<b>City Plan (Century Five)</b>	Development and zoning are consistent with the City Plan.
<b>Parks</b>	Already being served.

**Notes/Comments:**

**City Plan  
Recommendation:**

The existing development and proposed zoning is consistent with the City Plan.  
Recommend annexation.

STATE OF SOUTH CAROLINA )  
 ) PETITION FOR ANNEXATION  
COUNTY OF CHARLESTON )

TO THE HONORABLE MAYOR AND CITY COUNCIL OF CHARLESTON

WHEREAS, SECTION 5-3-150 (3) Code of laws of South Carolina provides for the annexation of an area or property which is contiguous to a City by filing with the municipal governing body a petition signed by all persons owning real estate in the area requesting annexation, and

WHEREAS, the undersigned are all persons owning real estate in the area requesting annexation, and

WHEREAS, the area requesting annexation is described as follows, to wit:

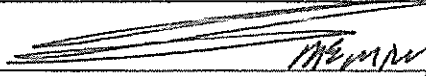
SAID PROPERTY, located on James Island (approximately 1.19 acres) to be annexed is identified by the Charleston County Assessors Office as Property Identification Number: TMS# 427-00-00-081 and 427-00-00-113 (Grimball Road Extension and Cooper Judge Lane).

NOW, THEREFORE, the undersigned petition the City Council of Charleston to annex the above described area into the municipal limits of the City of Charleston.

Dated this 24<sup>th</sup> day of  
February, 2017

FREEHOLDERS (OWNERS) SIGNED

DATE OF SIGNATURE

  
(Signature) JR DEVELOPMENT, LLC

2-24-17  
(Date)

JEFFREY ROBERTS  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Print Name)

# City of Charleston Annexation Map

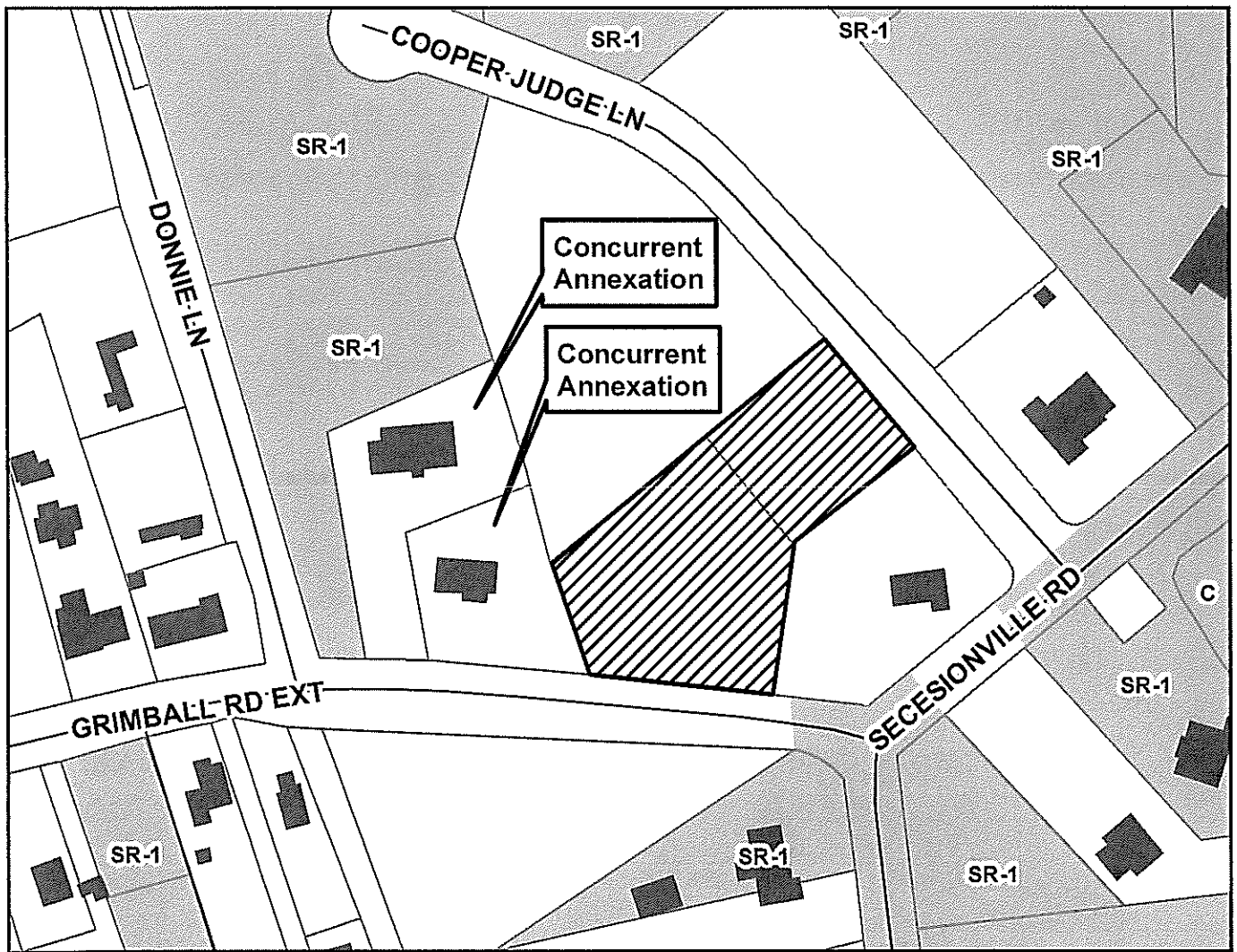
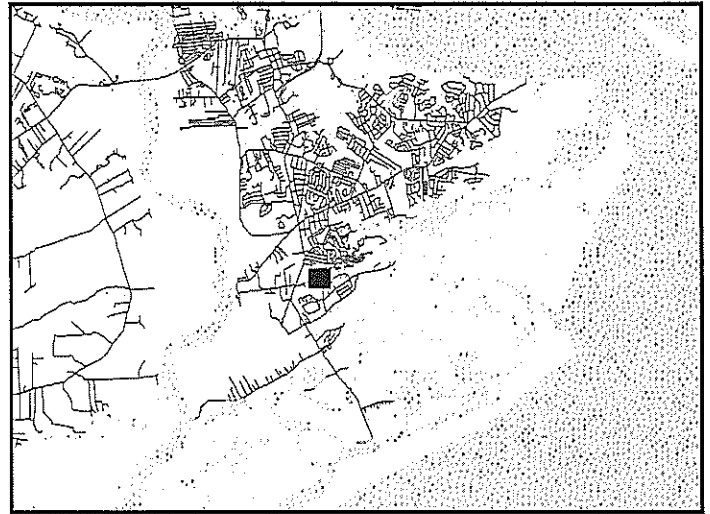
Parcel Address:  
Grimball Road Extension  
& Cooper Judge Lane

TMS #:  
4270000081 & 113

Acreage: 1.19

City Council District: 6

James Island



Subject Property



Corporate Limits  
City of Charleston



Water





860

Ratification  
Number \_\_\_\_\_

## A N O R D I N A N C E

TO PROVIDE FOR THE ANNEXATION OF PROPERTY KNOWN AS VACANT PROPERTY OFF FOLLY ROAD (0.99 ACRE) (TMS# 427-00-00-114), JAMES ISLAND, CHARLESTON COUNTY, TO THE CITY OF CHARLESTON, SHOWN WITHIN THE AREA ANNEXED UPON A MAP ATTACHED HERETO AND MAKE IT PART OF DISTRICT 6. THE PROPERTY IS OWNED BY CLYDE J. SMALLS AND CAROL J. SMALLS.

BE IT ORDAINED BY THE MAYOR AND THE MEMBERS OF CITY COUNCIL, IN CITY COUNCIL ASSEMBLED:

Section 1. As an incident to the adoption of this Ordinance, City Council of Charleston finds the following facts to exist:

A) Section 5-3-150, Code of Laws of South Carolina (1976) as amended, provides a method of annexing property to a city or town upon a Petition by all persons owning real estate in the area requesting annexation.

B) The City Council of Charleston has received a Petition requesting that a tract of land in Charleston County hereinafter described be annexed to and made a part of the City of Charleston, which Petition is signed by all persons owning real estate in the area requesting annexation.

C) The area comprising the said property is contiguous to the City of Charleston.

Section 2. Pursuant to Section 5-3-150, Code of Laws of South Carolina (1976) as amended, the following described property be and hereby is annexed to and made part of the City of Charleston and is annexed to and made part of present District 6 of the City of Charleston, to wit:

SAID PROPERTY to be annexed, vacant property off Folly Road, (0.99 acre) is identified by the Charleston County Assessors Office as TMS# 427-00-00-114, (see attached map) and includes all marshes, public waterways and public rights-of-way, shown within the area annexed upon a map attached hereto and made a part hereof.

Section 3. This ordinance shall become effective upon ratification.

Ratified in City Council this \_\_\_\_ day of \_\_\_\_\_  
in the Year of Our Lord,  
2017, in the \_\_\_\_ Year of the Independence of the  
United States of America.

By:

\_\_\_\_\_  
John J. Tecklenburg  
Mayor

Attest:

\_\_\_\_\_  
Vanessa Turner Maybank  
Clerk of Council

# Annexation Profile

**Parcel Address:** Vacant property off Folly Road

**Presented to Council:** 3/14/2017

**Status:** Received Signed Petition

**Owner Names:** Clyde J. Smalls and Carol J. Smalls

**Year Built:** NA

**Parcel ID:** 4270000114

**Number of Units:** 0

**Number of Persons:** 0

**Race:** Vacant

**Acreage:** 0.99

**Mailing Address:** 1524 Grimball Road Ext

**Current Land Use:** Vacant Residential

**Address:** Charleston, SC 29412

**Current Zoning:** S-3

**Requested Zoning:** SR-1

**City Area:** James Island

**Recommended Zoning:** SR-1

**Subdivision:**

**Appraised Value:** \$55,400.00

**Council District:** 6

**Assessed Value:** \$3,320.00

**Within UGB:** No

**Stormwater Fees:** 0.00

<b>Police</b>	Located in existing service area - Team 3
<b>Fire</b>	Located in existing service area - Station 7
<b>Public Service</b>	
<b>Sanitation</b>	Located in existing service area. Property is undeveloped.
<b>Storm Water</b>	Contiguous to existing service area.
<b>Streets and Sidewalks</b>	No additional City-maintained right-of-way
<b>Traffic and Transportation</b>	
<b>Signalization</b>	None
<b>Signage</b>	None
<b>Pavement Markings</b>	None
<b>Charleston Water Systems</b>	CWS provides water. James Island PSD provides sewer.
<b>Planning</b>	
<b>Urban Growth Line</b>	Property is an undeveloped site adjacent to the line.
<b>City Plan (Century Five)</b>	Development and zoning are consistent with the City Plan.
<b>Parks</b>	Already being served.

**Notes/Comments:**

**City Plan  
Recommendation:**

The existing development and proposed zoning is consistent with the City Plan.  
Recommend annexation.

STATE OF SOUTH CAROLINA )  
COUNTY OF CHARLESTON )

PETITION FOR ANNEXATION

TO THE HONORABLE MAYOR AND CITY COUNCIL OF CHARLESTON

WHEREAS, SECTION 5-3-150 (3) Code of laws of South Carolina provides for the annexation of an area or property which is contiguous to a City by filing with the municipal governing body a petition signed by all persons owning real estate in the area requesting annexation, and

WHEREAS, the undersigned are all persons owning real estate in the area requesting annexation, and

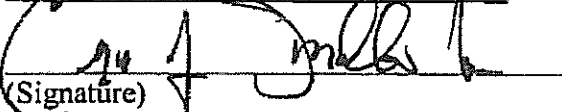
WHEREAS, the area requesting annexation is described as follows, to wit:

SAID PROPERTY, located on James Island (approximately 0.99 acre) to be annexed is identified by the Charleston County Assessors Office as Property Identification Number: TMS# 427-00-00-114 (Folly Road).

NOW, THEREFORE, the undersigned petition the City Council of Charleston to annex the above described area into the municipal limits of the City of Charleston.

Dated this 1<sup>st</sup> day of  
February, 2017

FREEHOLDERS (OWNERS) SIGNED

  
(Signature)

Clyde J. Smalls Jr  
(Print Name)

  
(Signature)

Carol J. Smalls  
(Print Name)

DATE OF SIGNATURE

Feb- 15- 2017  
(Date)

Feb. 15, 2017  
(Date)

# City of Charleston Annexation Map

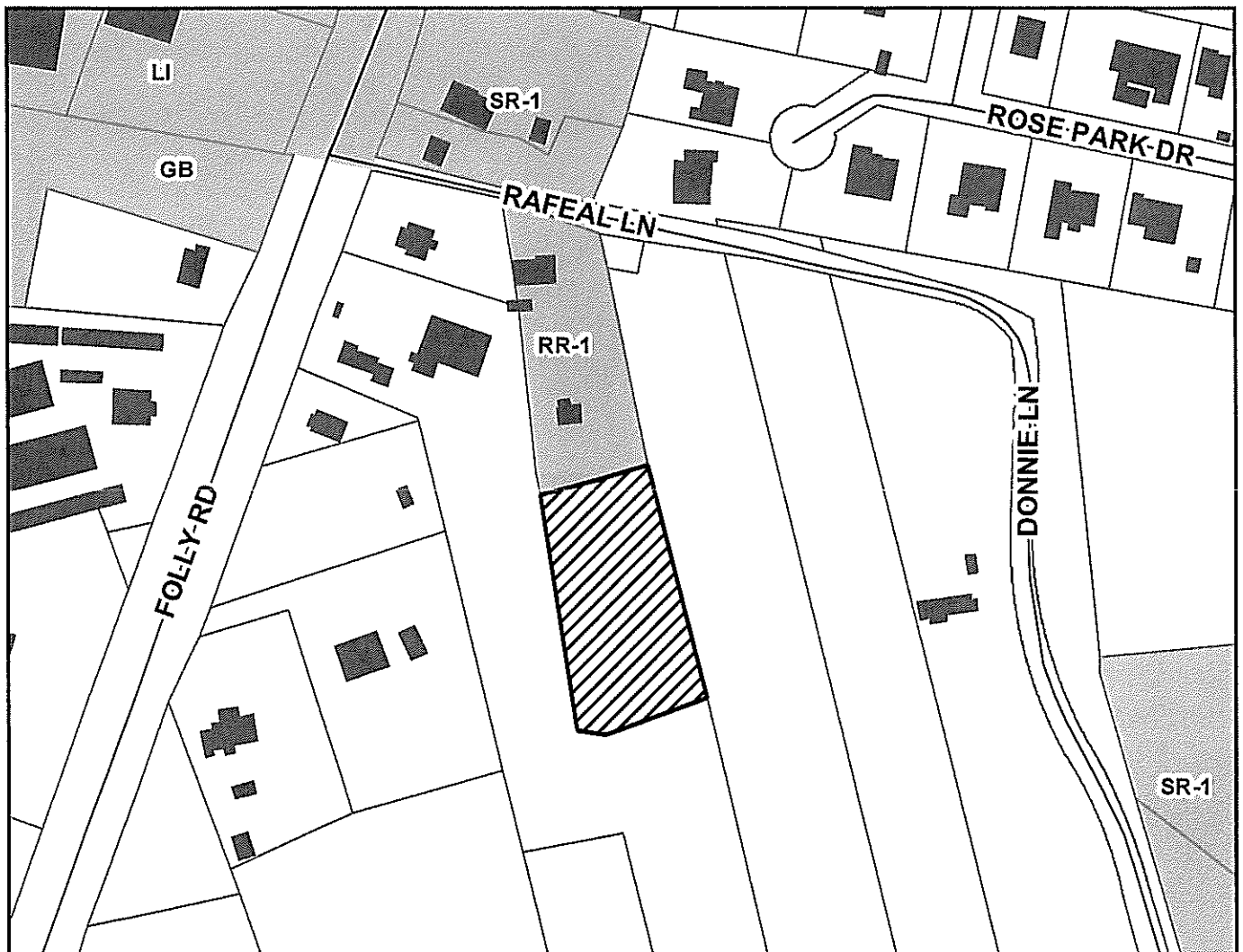
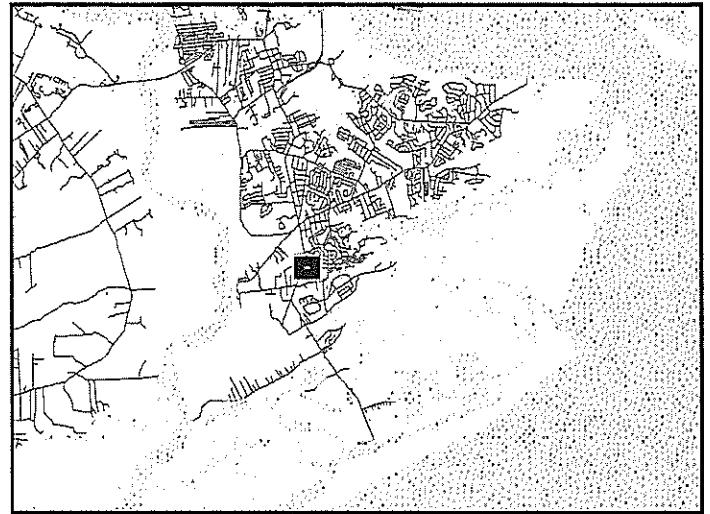
Parcel Address:  
Vacant Property off Folly Rd

TMS #:  
4270000114

Acreage: 0.99

City Council District: 6

James Island



Subject Property



Corporate Limits  
City of Charleston



Water

